THE Signalman's JOURNAL

JULY-AUGUST, 1967

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THREE YEAR PROGRESS REPORT

Officers' Report Tells Convention Delegates of Brotherhood's Progress on Many Fronts

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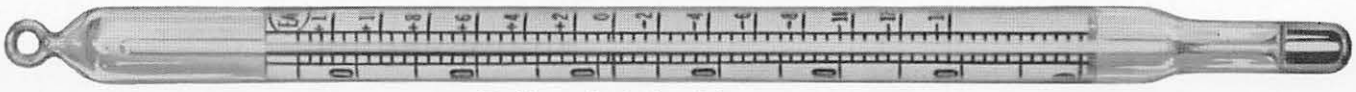

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THE Signalman's JOURNAL

OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

Paul T. Drummond, Editor and Manager
2247 Lawrence Ave., Chicago, Ill. 60625

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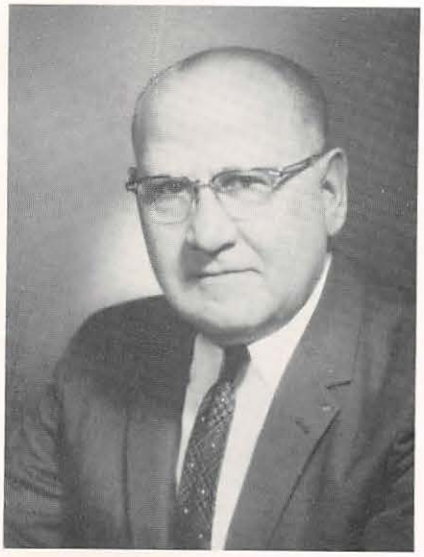
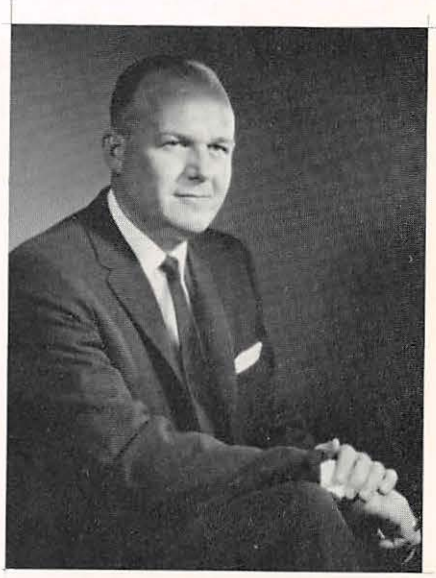
THREE YEAR PROGRESS REPORT

By Jesse Clark, Pres. and C. J. Chamberlain, Sec.-Treas.



President Jesse Clark will have a busy week presiding at the Convention. Daily sessions will be held Monday thru Friday, Aug. 14-18.



Secretary-Treasurer C. J. Chamberlain's duties will be many during the Convention, including those as chairman of Credentials Committee.

IN ACCORDANCE WITH THE provisions of our Constitution, Grand Lodge has prepared a report to the 37th Regular Convention covering the activities and major achievements of our Organization for the period April 1, 1964 through March 31, 1967.

Totaling more than 125 pages, the report summarizes the most important issues with which we have been concerned since our last convention. It is an accounting, in condensed form, of the work of all your Grand Lodge officers and representatives.

The report shows that your Brotherhood has been active on many fronts. Many problems have been successfully met. Others remain unresolved but your Grand Lodge is determined that these too will be concluded in a satisfactory manner.

The report's introduction points out that no officer or group of officers can take full credit for the accomplishments of our Brotherhood "as it requires the joint effort of the entire membership." It also points out that it takes the combined efforts of the entire labor movement to acquire the many things we enjoy and states that trade unions in America have done more than any other segment of our society to improve the wages and working conditions of the entire population.

The report is replete with the accomplishments brought about by our Brotherhood during the past three years. It points out that we can accomplish much in the future with the cooperation of the entire membership.

Most Important Events

Among the most important events which took place during the period covered by the report, we can point to the following:

• On May 1, 1964, our Brotherhood signed an agreement with the nation's carriers resulting in wage increases of 9 cents an hour for mechanics and higher classifications and 6 cents an hour for assistants and helpers. These increases were retroactive to January 1, 1964.

• On December 29, 1964, our Organization signed an agreement with the nation's carriers providing for wage increases of 9 cents an hour effective January 1, 1965 for mechanics and higher classifications and 6 cents an hour for assistants and helpers. The rates of pay in effect on December 31, 1965 were further increased effective January 1, 1966 by the same amount they were increased on January 1, 1965.

• On November 20, 1964, our Organization and four other non-operating rail unions reached agreement with the carriers providing that employes with 20 consecutive years of service would be granted four weeks of vacation, effective January 1, 1965. The agreement also allowed employes one additional paid holiday, making a total of 8 each year. It was also agreed that the carriers would absorb the cost of providing $2,000 group life insurance for employes retiring on or after March 1, 1964.

• On February 7, 1965, our Brotherhood and four other non-operating unions reached an agreement with the carriers providing for wide-sweeping job stabilization security for our membership. This was hailed as a breakthrough in this field and has resulted in many of our members remaining on the job as

This picture shows the Executive Council at a meeting held at Grand Lodge Headquarters since our last Convention. Left to right they are: Grand Lodge Representative H. A. Stockdale, Vice President C. K. Fields, Secretary-Treasurer C. J. Chamberlain, President Jesse Clark, Vice Presidents P. T. Drummond, T. H. Gregg, B. H. Steuerwald, G. Orndorff and C. S. Chandler.

well as affording peace of mind for more senior employes.

• On January 13, 1967, our Brotherhood and three other non-operating rail unions, signed an agreement with the carriers providing for a five percent wage increase in all existing rates effective January 1, 1967, and an additional two and one-half percent increase in all existing rates effective January 1, 1968. The agreement also provides that employes with 10 years consecutive service will be allowed three weeks vacation commencing with the year 1967. It was also stipulated in the agreement that the question of "Travel Time and Expenses For Employes Required to Work Away From Their Home Station" would be handled to a conclusion and that negotiations on this would commence on or about June 1, 1967. If negotiations on this matter fail, the question can ultimately be submitted to arbitration.

• On July 17, 1964, our Brotherhood and the Canadian Railways signed an agreement increasing wages totalling 20 cents an hour for signal maintainers and 18 cents an hour for helpers.

• On March 14, 1967, our Organization reached agreement with the Canadian Railways which provided for a four percent wage increase effective January 1, 1966; an additional four percent wage increase effective July 1, 1966; an additional 7 percent wage increase effective January 1, 1967; a three percent wage increase effective July 1, 1967, and a 6 percent wage increase effective January 1, 1968, all increases to be based on rates in effect on December 31, 1965. The agreement also provides for wage adjustments to be made for certain classifications if it is found that rates for these classifications are inequitable in relationship to those for other classifications. This should result in additional pay raises for the skilled classifications in the Signal Department. The Agreement also provides bereavement leave, additional life insurance, improved paid vacations, and other benefits.

• Successful prosecution of hundreds of claims and grievances. This is one of the most necessary parts of our activities to protect our membership and to preserve the integrity of our agreements with the carriers.

• Negotiated a union shop agreement with the Louisville & Nashville Railroad, the only major carrier in the U. S. with which we did not have such an agreement. Our Brotherhood was the first organization to secure a union shop agreement with the L.&N. and several organizations have followed our lead and signed similar agreements.

• Retirement and unemployment benefits have been improved by Congressional action proposed and supported by our Brotherhood and other Standard Railroad Labor Organizations. The most significant improvement was the establishment of a plan to pay supplemental pensions to long-service employes. The supplemental pension plan is financed separately from the regular retirement plan and is wholly supported by taxes paid by the railroads. This program was the result of direct negotiations with the nation's carriers which led to an agreement that the carriers and organizations would petition Congress to amend the Railroad Retirement Act to provide for a carrier financed supplemental pension plan.

• Health and Welfare benefits have been substantially increased due, in part, to the enactment by Congress of Medicare for the aged. Surgical schedules have been upgraded and other improvements incorporated into the plans.

• Substantial improvements in working conditions have been realized on numerous railroads due to agreement revisions.

• Our Organization has, in many instances, opposed legislation that would have had an adverse effect on all organized labor. Legislation that was passed over the objections of labor had oppressive sections removed or weakened.

Space does not permit the entire Convention report to be reprinted in the Journal. However, a copy of the report is furnished to each Local and it will be available for any member desiring to read it.

The following summary of the highlights has been prepared for the benefit of those members who may not readily have an opportunity to examine the report.

Membership

During the period covered by the report, our total membership has declined more than 600 which is a direct reflection of the force reductions that have taken place on many railroads. The carriers are also finding it harder to hire employes for work in signaling inasmuch as those having the skill to perform signal work can find better paying jobs. Many carriers desperately need and desire to hire signal employes but younger prospective employes today simply do not trust the railroads as an employer.

The campaigns the railroads so successfully carried out through their advertising agencies which depicted all railroaders as "featherbedders" is taking its toll, but against the railroads. The carriers painted their employes as people trying to get something for nothing although railroaders have led the nation in increased productivity. This adverse publicity propagated by the carriers was instilled in the minds of the public and the youngsters they indoctrinated want nothing to do with railroading.

Another important factor contributing to the carriers' inability to hire employes is that not one major U. S. railroad has a decent training program. The youth of today are taught in schools to not only look at the pay of the position they are seeking but to look at the future it holds for them. One of the questions most frequently asked by prospective employes is what kind of a training program does the employer have in effect. They know that if an employer does not have an adequate training program their chances of a good future are not very bright.

We trust the carriers will wake up and meet this problem by initiating adequate training programs. Our Organization has offered to cooperate with the carriers but to this time, they have made no firm commitment.

We are more fortunate than our sister unions in the railroad industry as our membership has not declined as rapidly as that suffered by them. We believe that if the carriers will initiate decent training programs and pay wages commensurate with the skill possessed by signalmen, our membership will rise sharply in the future.

We now have a total of 209 local lodges. Since our last Convention report was prepared, there have been a number of changes in the status of our Locals. The membership on the Municipal Bridge of St. Louis dropped out of Local 132 effective July 1, 1964 and is now in Grand Lodge Local 200.

Effective April 1, 1965, the signal repair shop in Louisville, Ky. on the L.&N. separated from Local 13 to form Local 207.

The following Locals merged:

Locals 51 and 202 on the Illinois Central into Local 51, effective January 1, 1965; Locals 29 and 195 on the Illinois Central into Local 29, effective January 1, 1965; Locals 25 and 102 on the Pennsylvania into Local 102, effective October 1, 1965; Locals 145 and 159 on the Erie Lackawanna into Local 159, effective January 1, 1966; Locals 40 and 183 on the Chicago, Rock Island and Pacific into Local 183, effective April 1, 1966; Locals 106 and 127 on the Boston & Albany into Local 127, effective April 1, 1966; and Local 171 on the Cincinnati Union Terminal merged with Local 82 on the Pennsylvania, effective April 1, 1967.

We have hope that our membership will remain stable over the coming years and possibly increase if the carriers will wake up to their responsibilities.

The Grand Lodge Board of Trustees are members of the Committee on Laws and will have plenty of work at the Convention as there are numerous resolutions to make changes in our Constitution. They are shown above. From left to right, they are: W. D. "Bill" Wilson, C. R. "Bob" Scott, and W. H. "Bill" Lewis, chairman.

Mediation Board Cases

When carrier and Brotherhood representatives fail to agree on agreement rule changes during negotiations, the services of the National Mediation Board are invoked by one or both parties to the dispute. Or, in some cases, the Board will proffer its services to head off a strike.

The Board assigns a mediator who attempts to bring the parties together to reconcile their differences. When our last report was prepared, there were 20 cases pending before the Mediation Board.

Since then, 26 additional cases have been submitted, making a total of 46 cases to be handled. Of these, 29 have been closed out and 17 are pending. These cases covered a wide range of disagreements including carriers attempting to unilaterally change or abrogate existing agreements or refusing to negotiate in good faith on requests made by the Organization to change working rules or conditions.

A. E. Lyon, former president of our Brotherhood, is the Labor Member of the Railroad Retirement Board. He was recently named by the President of the U. S. to serve a full term.

Railroad Retirement and Unemployment Insurance Systems

Major legislation affecting the railroad retirement program was enacted since our last Convention. In 1965, amendments to the Social Security Act established a comprehensive program of hospital and medical insurance for the nation's aged, including railroad employes and their families. This legislation led to amendments being made to the Railroad Retirement Act which liberalized the benefit structure and improved the financial condition of the railroad retirement system. Some of the most important aspects of the legislation are discussed below:

Benefits under the railroad retirement system were generally increased by 7 percent; The conditions for the payment of monthly benefits to beneficiaries who work were liberalized; The provision reducing benefits to wives of retired railroad employes because of concurrent entitlement to railroad retirement or social security benefits was repealed; A plan was established for the payment of supplemental annuities to newly retiring employes with long service in the railroad industry; Monthly benefits were provided for

a deceased employe's child who is aged 18-21 and attending school full time.

We are happy to inform you that our former President, A. E. Lyon, is still serving as the Labor Member of the Railroad Retirement Board. Since our last convention, he has again been appointed by the President of the United States to a full term in this important position.

His appointment had the unanimous approval of railway labor and was approved by the United States Senate by acclamation. Certainly, it is a distinct honor for our Organization for our former President to fill this position that is of utmost importance to all railroad families.

The most important provisions of the Railroad Retirement Act as it stands today are summarized below:

Retirement Provisions

(1) An employe who has 10 years of railroad service can receive a regular annuity at age 65. A woman employe can receive an annuity as early as age 60 if she has 30 years of service. Reduced annuities can begin at age 60 for men with 30 years of service, and at age 62 for either men or women employes with 10-29 years of service.

(2) An employe who is permanently disabled for all regular work can receive a regular annuity at any age if he has 10 years of service. One who is permanently disabled for work in his regular railroad occupation and has a current attachment to the railroad industry can also get an annuity. The occupational disability annuity is payable at age 60 to an employe with 10 years of service or at any age to an employe with 20 years of service.

(3) An employe can receive a supplemental annuity in addition to his regular annuity if he (a) has reached age 65, (b) has 25 years of railroad service, and (c) has a current attachment to the railroad industry. Supplemental annuities are payable only to employes awarded a regular annuity after June 30, 1966.

(4) If a retired employe is 65 years old, his wife can get an annuity at age 65, or at ages 62-64 on a reduced basis. Also, she can get her annuity before age 65 if she is caring for a child who is under age 18 or who became totally disabled before that age.

(5) The amount of the retirement benefits to an employe and his wife generally depends on the length of his railroad service and the amount

M. B. "Pete" Frye serves as a Grand Lodge Representative at headquarters. One of his main duties is to prepare cases for the NRAB.

of his railroad earnings. As of July 1967, the highest possible regular annuity payable to an employe was $247 and the highest possible annuity to a wife was almost $84. In any event, employes are assured that their regular monthly benefits will be at least 10 percent higher than if their railroad service had been covered by social security. The maximum supplemental annuity is $70. An employe receiving a supplemental annuity does not also receive the 7 percent increase in his regular annuity provided by the 1966 amendments.

(6) Before an annuity can be paid, an employe must (a) stop working, (b) file an application, and (c) give up any rights he has to return to work for a railroad or for his last nonrailroad employer. (Disabled employes do not have to give up their employment rights until they reach age 65.) A wife must take the same steps in order to receive an annuity.

(7) An employe's regular annuity and any supplemental annuity to which he may be entitled is not paid for any month he works for a railroad or for his last nonrailroad employer. A wife is also subject to these restrictions and, in addition, her annuity is not paid for any month her husband's is not paid.

While he is under age 65, an employe who is receiving a disability annuity is subject to special work restrictions. If he earns $1,250 or more in a year, he loses a month's annuity for each $100 he earns in excess of $1,200, with a remainder of $50 or more counted as $100. However, he does not lose his annuity for any month in which he did not earn over $100. Also, a disability annuity stops if the employe recovers from his disability before he reaches age 65.

(8) If an employe has less than 10 years of creditable service when he retires, his credits are transferred to the social security system. They will be combined with any social security credits he may have in determining if he and his family are eligible for social security benefits.

Survivor Provisions

(1) An employe's family can receive survivor benefits if he was "insured" at death. An employe generally meets this requirement if he has at least 10 years of railroad service and a current attachment to the railroad industry. A survivor must file an application in order to receive a benefit.

(2) An annuity can be paid to an employe's widow at age 60, or at any age if she is caring for a child who is under age 18 or who became totally disabled before that age, or is 18 to 21 and attending school full time. If the employe is not survived by a widow or child, his dependent parents can get annuities at age 60. A widow or parent who has remarried is not eligible for an annuity.

(3) If no one is eligible for an annuity when the employe dies, an insurance lump-sum payment can be made to his widow, to the unpaid funeral home, or to the persons who paid his burial expenses.

(4) The amount of survivor insurance benefits depends on the employe's combined earnings in railroad and social security employment after 1936. Most monthly survivor benefits are computed under the special "social security" guaranty. The highest family benefit payable as of July 1967 was $340 a month. Insurance lump sums can be as high as $963.

(5) An annuity is not paid for any month the survivor works for a railroad. Survivors under age 72 are also subject to the same work restrictions as persons who receive monthly social security benefits. That is, when annual earnings exceed $1,500, benefits are withheld at the rate of $1 for each $2 earned between $1,500 and $2,700, and at the rate of $1 for each $1 earned over $2,700. However, benefits are not lost for any month in which earnings did not exceed $125.

(6) There is one type of survivor

benefit, called a residual payment, for which an insured status is not required. This is, in effect, a return of the employe's taxes less benefits already paid. Because of the residual payment, railroad employes and their families are assured that they will receive at least as much in regular retirement and survivor benefits as the employe paid in railroad retirement taxes. The residual payment is made to a person named by the employe or to a member of the employe's family. The average residual payment in 1966 was $2,984.

(7) If an employe is not insured under the Railroad Retirement Act at death, his credits are transferred to the social security system. Any survivor insurance benefits will be paid by that agency on the basis of his combined railroad and social security service.

Health Insurance Provisions

Hospital insurance.—Anyone who is aged 65 or over and who is eligible for an annuity under the Railroad Retirement Act, whether as an employe or as a dependent, is eligible for the basic hospital insurance plan. (An individual does not have to be receiving an annuity to be eligible; it is not necessary to quit work to be covered by the health insurance program.) Participation in this plan is automatic for persons receiving railroad retirement or social security benefits. Other eligible persons must apply for this coverage.

The hospital insurance plan provides for:

(1) Hospital service for up to 90 days during a spell of illness. The patient pays the first $40, plus $10 a day after the 60th day.

(2) Posthospital service in a nursing home for up to 100 days in a spell of illness. The patient pays five dollars a day after the 20th day.

(3) One hundred home visits by health workers in the year following the patient's release from the hospital.

(4) The plan pays 80 percent of the cost of outpatient hospital diagnostic tests in a 20-day period after the patient pays the first $20 for each period.

Supplemental medical insurance.—Supplementary medical insurance is available in addition to the basic hospital insurance. Almost all persons aged 65 are eligible for this coverage. The additional protection is voluntary, and persons who

Grand Lodge Representative W. W. Altus is the Brotherhood's representative on the Supplemental Third Division of the N.R.A.B.

choose it pay a small monthly premium.

Eligible persons can join the supplementary plan in a 7 month period that begins three months before the month in which they reach 65. For coverage at the earliest possible date, however, the individual should enroll in the first three months of this period. An individual who does not enroll in this period can enroll during a general enrollment period. General enrollment periods are held from October 1 through December 31 every other year, beginning in 1967. However, no one can enroll more than three years after the close of the first period in which he could have joined, and persons joining after the first enrollment period will pay higher premiums.

The supplementary medical insurance plan pays 80 percent of the reasonable cost of the following services (after the patient pays the first $50 of expenses each year).

(1) Physicians' and surgeons' services, in and out of hospitals.

(2) Up to 100 home health visits in a year by nurses and other health workers, other than doctors. An earlier stay in a hospital is not a requirement.

(3) Other medical services, including diagnostic tests, radiation therapy, medical supplies, ambulance services, and rental of equipment.

Unemployment Provisions

(1) If a railroad worker has at least $750 in creditable earnings in a calendar year (the base year), he can draw unemployment benefits in the benefit year which begins the following July 1. If he is a new employe, he also needs at least 7 months' service in the base year to qualify.

(2) In order to receive unemployment benefits, an employe must be unemployed, able to work, and available for work. He must register with an unemployment claims agent once a week.

(3) Benefits for a full week of unemployment can be as high as $51.

(4) Normal unemployment benefits can be paid for as many as 26 weeks in a benefit year, but the employe cannot receive more in benefits than he earned in creditable compensation in the base year.

(5) After they exhaust their rights to normal benefits, employes with 10 or more years of creditable service who did not quit work voluntarily without good cause or voluntarily retire can be paid benefits in an extended benefit period. They can also begin a benefit year early if they are not currently qualified, but will be qualified in the next benefit year.

Sickness Provisions

(1) The qualifying earnings requirement and benefit rates are the same for sickness as for unemployment benefits.

(2) In order to receive sickness benefits, an employe must be unable to work because of sickness or injury. A sickness applicant must file a statement of sickness signed by his doctor.

(3) After a waiting period of one week, an employe can draw sickness benefits for as many as 26 weeks in a year, but he cannot receive more in benefits than he earned in creditable compensation in the base year.

(4) If an employe is paid sickness benefits because of an injury, these benefits may be recovered from any damage settlement he later receives.

(5) Maternity benefits can be paid to qualified women employes for a maternity period of about 16 weeks' duration. The total amount of benefits that can be paid is the same as the maximum for regular sickness benefits in a year.

Data on Signalmen Receiving Benefits

About 4,000 employes who last worked in occupations which come within our jurisdiction were receiving railroad retirement annuities at the end of 1966. On the average, they were 72 years old and were re-

ceiving $163 a month. During 1966, over 300 employes in these occupations were added to the Board's retirement rolls—three-fourths of them retired because of age and one-fourth because of disability. The average regular annuity awarded to those retiring in 1966 was $177, and it was based on 27 years of service. At retirement, employes who received age annuities were 67 years old, on the average, and disability annuitants, 58 years old. About one-half of the signalmen who retired in 1966 were also eligible for supplemental annuities. Data on these benefits are not available, however, because none had been awarded by the end of the year.

Unemployment benefits averaging $404 were paid to 600 members of our Brotherhood during 1965-66. About 1,000 received an average of $474 in sickness benefits during the year.

Adjustment Board Cases

The National Railroad Adjustment Board was credited under the Railway Labor Act to dispose of disputes between railroad employers and employes arising out of the interpretation or application of agreement rules governing rates of pay, hours of service or working conditions.

Such disputes are referred to the Board after the parties fail to reach agreement in negotiations on individual properties. Cases involving signalmen are referred to the Board's Third Division. The Board consists of four Divisions.

Vice President Gerald Orndorff is one of the five labor members on the regular Third Division and Grand Lodge Representative W. W. Altus is one of the five labor members on the Supplemental Third Division. Five of the members of each of these Divisions are appointed by the carriers.

In the event the 10 members of either the regular or supplemental Third Division cannot agree on the disposition of a dispute coming before it, as is the case in almost all instances, a referee is selected to hear the case and decide the settlement.

The 89th Congress made significant changes in the Railway Labor Act insofar as the Adjustment Board is concerned. The amendments, approved June 20, 1966, make money awards of the Board final and binding on both parties. Previously, money awards were excepted from the binding provisions with the result that should the carriers refuse to pay the award the employes' only course was either to forego the award or go to court where the case was tried again bringing on more delay and uncertainty of the outcome.

W. D. Best is a Grand Lodge Representative assigned to headquarters. His main duty is the preparation of cases for the N.R.A.B.

The amendments prohibit retrial of cases by the courts but do provide employes and employers equal limited review of awards of the Board. However, such review cannot involve the merits of a case.

The amendments also provide that either an organization or carrier can demand a special board. Previously such boards could be established only by agreement between an organization and carrier. The amendments, in our opinion, represent a victory for the employes. The legislation was sponsored by the rail unions and bitterly opposed by the Association of American Railroads.

Progressing claims to the Adjustment Board is a long and painstaking job. However, this proceeding is of vital importance to our membership as it is the procedure provided under the Railway Labor Act to preserve the integrity of our agreements with the carriers.

Cases going to the Board must receive expedient handling as time limits are involved. Cases referred to Grand Lodge for further handling are carefully reviewed by a committee designated by the Grand Executive Council as provided in our Constitution.

If the committee does not feel that the case has sufficient merit to progress to the Board, it is returned with a letter of explanation. In some cases, the committee returns cases because the facts in the case cannot be proved and the burden of proof is upon the petitioner in such proceedings. It is important that all cases progressed be supported by evidence of the violation giving rise to it.

We are glad to report that the backlog of cases at the Third Division is being steadily reduced.

Apprentice Training

The question of properly training apprentices, or assistants as they are referred to in most of our agreements, is a continuing program. A very few carriers are making an effort to train apprentices as mechanics but unfortunately, most carriers have no training program of consequence.

At the last Convention, it was reported that the Executive Council had adopted a complete new training program in an effort to meet the challenge of training employes. Textbooks 1 through 8 have now been reproduced and made available at cost to the membership. The number of textbooks sold to this time indicates that our members are keenly interested in training programs.

Meetings have been held with the Department of Labor and with persons in the Association of American Railroads in an effort to initiate a real training program in our craft.

To date, many persons in management have expressed an interest in initiating such programs and are aware of the necessity of training programs. Unfortunately, those having the final say in management apparently are not as yet convinced that the carriers have a responsibility in this direction. Our efforts to have an adequate training program initiated is continuing and we trust that top management will soon see the necessity for such programs.

1963 Wage and Rules Move

As reported to the last Convention, our Organization in cooperation with other non-operating rail unions served notices on May 31, 1963 to secure improved health and welfare benefits, stabilization of employment, and improved vacation and holiday benefits.

An agreement was reached on November 20, 1964 which provided for four weeks of vacation after 20 years of service and one additional holiday. The agreement also provided that the carriers would absorb the cost of providing $2,000 life in-

surance for employes retiring on or after March 1, 1964. The matter of stabilization of employment was the subject of further negotiations and an agreement was reached on February 7, 1965 disposing of that part of the notices.

Many misunderstandings arose concerning the application of the February 7, 1965 Agreement and Official Interpretations to be applicable to it were agreed upon on November 24, 1965. Copies of the agreement have been made available to all members by reprinting it in the March 1965 issue of *The Signalman's Journal.*

Notices were served on March 15, 1967 on all carriers by our Brotherhood and three other non-operating rail unions to improve the job stabilization agreement. At the end of the report period, handling of these notices was being concluded on the property.

1966 Wage and Rules Move

On May 10, 1966, our Brotherhood joined four other non-operating railroad unions in the serving of notices on the nation's carriers to improve wages and other rules. On or about June 10, 1966, the carriers served counter-proposals that would have, if granted, made our agreements worthless and would have deteriorated working conditions below those of the last century.

The Railway Clerks, one of the organizations cooperating in the wage move we were party to, broke away from the joint handling and signed an agreement with the carriers on December 15, 1966. Needless to say, this was a disappointment to the other organizations as the agreement followed the pattern settlement reached by the Trainmen earlier which provided for five percent wage increases.

Subsequently, our Brotherhood and the remaining three cooperating unions signed an agreement on January 13, 1967 which provides for a five percent wage increase effective January 1, 1967 and a further two and one-half percent increase effective January 1, 1968.

In addition, the agreement provides that negotiations on Travel and Away From Home Expenses would commence on or about June 1, 1967. A procedure is entailed in the agreement to provide this issue to be handled to a conclusion up to and including arbitration if that becomes necessary.

The carriers withdrew their counter-proposals as a part of the settlement. We are free to begin further wage talks on March 1, 1968 for wage increases to become effective July 1, 1968.

Activities in Canada

1964 Negotiations

As reported to the last Convention, the non-operating railway unions in Canada served notice on the railways on November 1, 1963 for revisions to their contracts. Direct negotiations were fruitless and a Board of Conciliation to investigate the dispute was appointed by the Minister of Labour.

Following the Board's hearing, the majority recommended wage increases of 6 cents an hour effective January 1, 1964; three cents an hour July 1, 1964; two percent of 1963 rates on January 1, 1965 and three percent on July 1, 1965.

In addition they recommended that weekly indemnity account of illness be increased from $40 to $50 per week, and life insurance from $1,000 to $1,500, the cost of the increased benefits to be paid from the Employee Benefit Plan reserve fund.

The unions and railways accepted these recommendations and a Master Agreement incorporating them was signed on July 17, 1964. The increase totalled 20 cents an hour for a signal maintainer and 18 cents an hour for a helper.

1965-66 Negotiations

On November 15, 1965, our Brotherhood in cooperation with other non-operating railway unions in Canada, served notices on the railways, for substantial wage and rules improvements. Negotiations were unsuccessful and a strike was called. The railways made no attempt to operate and the strike was peaceful.

A. N. "Norm" Cotton is the Brotherhood's Grand Lodge Representative assigned to Western Canada, with headquarters at Winnipeg.

After a great deal of intervention by the government, it appointed H. Carl Goldenberg as Mediator and mediations commenced on September 12, 1966 and continued until December 17, 1966 and the unions reached an agreement with the railways which would be the subject of ratification by the membership. The membership ratified the agreement and a master agreement was signed on March 14, 1967.

The agreement provides wage increases of four percent effective January 1, 1966; an additional four percent wage increase effective July 1, 1966; an additional 7 percent wage increase effective January 1, 1967; a three percent wage increase effective July 1, 1967, and a 6 percent wage increase effective January 1, 1968. Weekly indemnity increased to $55 a week from $50, and extended from 13 weeks maximum to 18 weeks. The agreement also provides: bereavement leave to a maximum of three working days in a service year in the event of the death of an employe's spouse, child or parent; three weeks vacation after 12 years' service, effective January 1, 1967; four weeks vacation after 22 years' service, effective January 1, 1968; advance notice and negotiations in the event of technological, operational or organizational changes which might have an adverse effect on employes; a study of the job security fund with a view toward improvement; payday every two weeks instead of twice a month, effective January 1, 1968; negotiations on matters affecting individual agreements during the closed period of the contract, and union dues to be deducted after 30 days' service instead of the present 60.

Grand Lodge Representative H. A. Stockdale, who represented our Brotherhood during the proceedings, said it was a long and eventful set of negotiations but it, without question, led to the best agreement ever completed for our Canadian membership, and the results are far from being all in yet.

C.R.I.E.A.

On April 29, 1965, after some years of planning and discussions with the International Railway Unions in Canada and the Railway Labor Executives' Association in

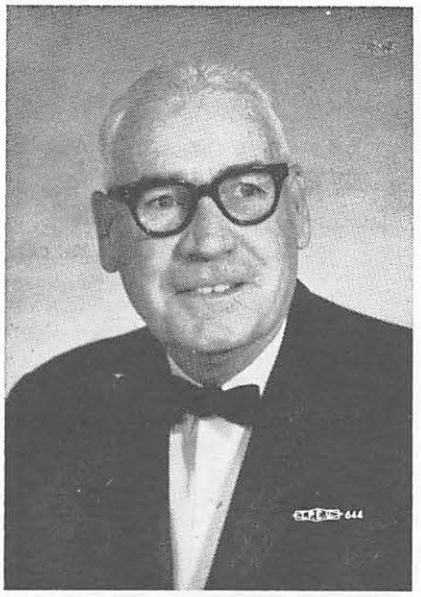
Washington, an association of railway unions in Canada was formed under the title "Canadian Railway Labour Executives' Association." The Association is composed of the ranking officers in Canada of all International Railway Unions in Canada and it performs the same functions as the R.L.E.A. in the United States, being a co-ordinating and policy-making body on matters of mutual interest, particularly in the legislative field. It takes no part in collective bargaining. Since its inception C.R.L.E.A. has made a number of presentations to the Federal Government, and to members of the Cabinet, on projects of the Government which would have an effect on railway workers. It has appointed representatives on a number of public boards and commissions, and has sent representatives to such bodies as the International Labor Conference and the Inland Transport Committee. Twelve meetings have been held, all one day meetings, and many important matters have been considered and decisions reached on action to be taken.

Signal Work in Canada

New Signal work in Canada is continuing at a substantial rate. Crossing protection installations continue steady, and in 1965 Canadian Pacific began converting from APB to CTC on approximately 1,050 miles, from Cartier to Fort Williams on the Eastern Region, and from Lake Louise to Vancouver on Western Lines. In 1966, Canadian National began work on two heavy projects, changing from APB to CTC on the double track between Montreal and Toronto for the new high-speed Turbo trains that are due to start operating this year, and converting the signal system between Burlington and Toronto to Oshawa, about 60 miles, to accommodate a heavy-traffic commuter system which is also due to go into service this year. With all of this activity our membership has held up well, and in February, 1967 we were representing some 1,460 men, including the Quebec North Shore and Labrador Railway.

Changes in Grand Lodge Officers

Since our last convention, three changes have been made in the offices of your Grand Lodge. Delegates to the last convention directed that a new Grand Lodge Representative position be established in Canada. The Executive Council unanimously approved the nomination of Brother A. N. Cotton for this position. Brother Cotton assumed his new duties on January 1, 1965, with headquarters in Winnipeg, Manitoba. Prior to his appointment, Brother Cotton was a General Chairman on the Canadian railways.



W. B. "Bill" O'Connell retired on April 1 of this year as the Grand Lodge Representative assigned to the Washington, D. C. office.

He has filled the job with distinction and has assumed many duties that prior to his appointment could not be performed because one Grand Lodge Representative simply could not service the entire country. Better service is being given to our members in Western Canada and, in addition, Brother Cotton participates in matters involving the membership of the entire country.

Grand Lodge Representative William B. O'Connell retired on April 1, 1966. Brother O'Connell performed invaluable service to the Brotherhood and gained many friends on Capitol Hill, not only for himself but for our entire Brotherhood.

As a Grand Lodge Representative assigned to Washington, he was active in legislative work and in addition filled many field assignments.

As an economic measure, the Grand Executive Council abolished the position of Grand Lodge Representative filled by Brother O'Connell.

Effective October 1, 1966, Editor and Manager E. L. Abbott of *The Signalman's Journal* requested and was granted a six-month leave of absence. That position has not been filled and the duties of his office were assumed by Vice President P. T. Drummond who is assigned to Grand Lodge Headquarters. Obviously, he could not carry the load of both of these positions and Vice President Gerald Orndorff and other officers at headquarters assumed many of the duties previously performed by Vice President Drummond.

Brother E. L. Abbott did not request that his leave of absence be extended beyond its expiration date and he is no longer connected with the Organization in an official capacity.

It is with regret that we must report the passing on January 21, 1967 of Brother Samuel H. Howard. He served our Brotherhood for many years in the dual capacity as a member of the Grand Board of Trustees and as a Grand Lodge Representative. His services were invaluable and his warm personality and genial disposition endeared him to all who knew him.

In all of his years of service to our Organization, he was an example of the meaning of true Brotherhood. He was a real trade unionist and always placed the desires and needs of his fellow men ahead of his own. He is sorely missed by all those who had the privilege to know him.

Conclusion

The activities summarized here do not begin to tell the complete story of our Brotherhood's service to its members. However, we believe it is enough to convince the most skeptical that membership in our Organization is worthwhile.

We would like to point out that the entire activity of Grand Lodge is based on teamwork and cooperation. For example, your President's duties require him to be away from headquarters more than 60 percent of the time. This does account for some delay in matters that require his personal attention. However, we are certain you will agree that most of the Grand Lodge work at headquarters is carried on in an expeditious and efficient manner through the teamwork of other officers assigned there and with the able assistance of our office staff.

We have met many obstacles and many of them remain in our path. On the other hand many have been solved. By your continued cooperation we shall continue to march forward and achieve for our membership that to which they are entitled.

Vice President Fields Announces Retirement

VICE PRESIDENT Carl K. Fields will reach his 65th birthday on September 18 and advises that he will not be a candidate for re-election, but will retire September 30, at the end of his present term.

C. K. Fields, popular vice president, will retire at the end of his present term.

Brother Fields entered signal service on the Baltimore & Ohio Railroad on December 20, 1920, and has been a member of our Brotherhood since that time. He served Local 94 in various capacities as a member of the General Grievance Committee for 8 years before being elected General Chairman in 1945. In this capacity, he also served as General Chairman for the Dayton Union Terminal, the Western Maryland and the Staten Island Rapid Transit.

In 1952, Brother Fields was elected Vice President for the Eastern District, with headquarters at Washington, D.C. He also served as the Brotherhood's National Legislative Representative since assuming his duties as Vice President on October 1, 1952.

Prior to his full-time Brotherhood service, Brother Fields worked all positions in the signal department of the B. & O. up to and including that of General Foreman and Inspector.

In his capacity of Vice President and National Legislative Representative, Brother Fields filled a variety of assignments including participation in all movements to secure legislation beneficial to all railroad workers. As vice president in the Eastern territory he had charge of the agreements affecting a large portion of our membership.

Brother Fields' retirement will leave a vacancy not easily filled as he has demonstrated his ability to carry on without direction and with complete competence and fairness to all. He has tackled almost every problem that confronts an officer of our Brotherhood including negotiating agreements on individual carriers, testifying in behalf of the membership in our individual wage move and has represented our Organization as a Delegate to the AFL-CIO Convention.

Throughout his long career as an official of our Brotherhood, Brother Fields has made a host of friends, not only within the Organization, or within the labor field, but with members of Congress and railroad officials with whom he has been in contact. His personal integrity is evident to all who know him and he is also known as a gentleman in every respect.

As this is written, Brother Fields has not decided where he will reside after retiring, but wherever that may be, the officers of Grand Lodge join his many friends in wishing him and his wife, Mary, many years of good health in which to enjoy a well earned retirement.

Court Upholds Fines For Crossing Picket Lines

A UNION HAS THE RIGHT to fine members who cross a picket line and work during a strike voted by a majority of the members, the U. S. Supreme Court has ruled.

In a five to four decision, the court overturned a lower tribunal's ruling and held that fines against members who refuse to abide by a decision of the union to strike did not violate the National Labor Relations Act.

The majority, led by Justice William J. Brennan, Jr., and including Chief Justice Earl Warren and Justices Tom C. Clark, Abe Fortas and Byron R. White, held that the fines were not an unfair labor practice and did not coerce employes.

Brennan said that while the Landrum-Griffin Act made it unlawful for a union to fine or discipline a member "for exercising any right to which he is entitled," Congress didn't intend to prevent a union from fining a member who crosses a picket line.

"National labor policy," he wrote, "has been built on the premise that by acting through a labor organization freely chosen by the majority, employes have the most effective means of bargaining. The policy therefore extinguishes the individual employe's power to order his own relations with his employer."

Brennan continued that "integral to this federal labor policy has been the power in the chosen union to protect against erosion of its status under that policy through reasonable discipline of members who violate rules and regulations governing membership."

The case grew out of strikes involving the Auto Workers at Allis-Chalmers Manufacturing Co., Milwaukee, Wis., in 1959 and 1962. Members who crossed picket lines were found by union trial boards to have engaged in "conduct unbecoming a union member" and were fined $20 to $100.

Allis-Chalmers filed charges with the National Labor Relation Board saying that attempts to collect the fines constituted coercion of the employes. The board rejected the charges but a lower federal court found the union guilty of coercion. This decision was overturned by the Supreme Court.

In another case involving unions, the Supreme Court ruled that an employer can be required to pay striking workers vacation benefits if he grants the benefits to non-strikers. The NLRB had ruled that Great Dane Trailers, Inc., of Savannah, Ga., had discriminated against members of the Boilermakers.

Warren, for the majority, wrote that the company had in fact discriminated against the strikers and that if any employer's discriminatory conduct is "inherently destructive of important employe rights," proof of anti-union bias is not needed.

Your Brotherhood is pleased that the Supreme Court has made a decision in the matter of crossing picket lines. Previous interpretations and decisions by lower courts were inconsistent and this should clear up this question so that labor organizations may set firm policies regarding this matter.

Disability Provisions Under RRA Explained

THE RAILROAD RETIREment Act provides full monthly benefits for career railroad employes who become permanently disabled. There have been many requests from railroaders for up-to-date information on the requirements for disability benefits. In response to such requests, the following questions and answers have been developed to explain the eligibility requirements for disability benefits and the conditions under which such benefits are payable.

1. *For what types of disability are annuities available for railroaders?*

There are two different types of disability for which annuities may be payable:

(a) An annuity based on *disability for the regular occupation* (occupational disability) is payable to an employe at age 60 after 10 years of service or at any age after 20 years of service. The employe must also have a current connection with the railroad industry.

(b) An annuity based on *disability for all employment* (total disability) is payable to an employe at any age if he has at least 10 years of service. A current connection with the railroad industry is *not* a requirement for an annuity on this basis.

2. *What is the difference between occupational and total disability?*

An employe is considered to be totally disabled if he is unable to perform regularly the duties of *any regular gainful employment*. It must be established by medical evidence that the employe has a permanent or long-range physical or mental impairment which makes him unable to perform any regular work.

An employe is considered to be occupationally disabled if his physical or mental condition is such that he is unable to work in *his regular occupation*.

3. *What is meant by a "current connection with the railroad industry"?*

An employe has a current connection with the railroad industry if he worked for a railroad in at least 12 out of the last 30-months before his annuity begins. Any earlier 30-month period may be used if the employe had no regular nonrailroad employment after that period. Working in your own business is not considered employment for this purpose.

4. *Why is a current connection required for the payment of an occupational disability annuity under the Railroad Retirement Act?*

A current connection is required in order to restrict the payment of occupational disability annuities to employes who have maintained their attachment to the railroad industry. This provision is designed primarily to avoid the very great additional cost of paying such annuities to employes who have left the industry. There is, moreover, no good reason for the Railroad Retirement Act to provide occupational disability benefits to persons no longer in railroad occupations.

5. *During my railroad service I have held several different jobs. How can I tell which is my "regular occupation"?*

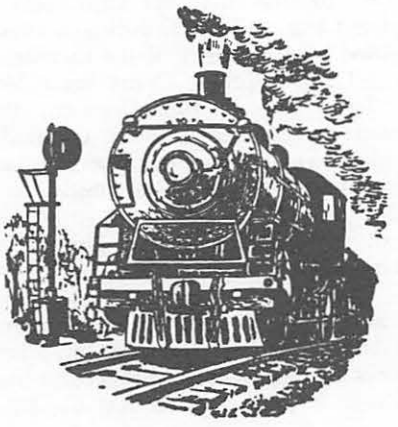
Your regular occupation can be determined in either of two ways:

(1) Consider all the months you worked in the last 5 years you were employed (not necessarily consecutive) whether in or outside the railroad industry. Your regular occupation is the one in which you worked the greatest number of months; or

(2) Consider all the months in which you have worked, either in or outside the railroad industry, in the last 15 consecutive years. Your regular occupation is the one in which you worked in at least one-half of those months.

In either case, your regular occupation must be one in which you spent some time in the railroad industry.

6. *I have not been disqualified by my employer, but I think I should be considered disabled for my regular occupation. Would it be possible for me to receive an occupational disability annuity?*



Yes. It is not necessary that you be disqualified by your employer in order to be considered occupationally disabled. If you already meet the age and service requirements, the Board will examine the medical evidence in your case to determine whether it meets the disability standards set up for your regular occupation. If it determines that the standards have been met, you will be awarded an annuity.

7. *Why was I awarded an occupational disability annuity when I am unable to do any kind of work?*

If an employe meets all occupational disability requirements, the Board may, for administrative convenience, award an annuity on that basis, even though the employe is in fact totally disabled for all regular work. This is because disability on the occupational basis is more easily determined. The amount of the annuity is not affected by this procedure.

8. *When I was awarded a disability annuity last year, I was not required to relinquish my rights to return to the service of my last employer. Does this mean that I could return to a part-time job with my last employer and still receive my annuity?*

No. Even though a disability annuitant is not required to relinquish his rights to return to service until he reaches age 65, his annuity will not be paid for any month in which he works for a railroad or for his last nonrailroad employer, regardless of the amount he earns in that month.

9. *May I continue to receive my disability annuity even if I do some work after it begins?*

While you are under age 65, your disability annuity is subject to both general and special restrictions because of work you may do. First, you will, of course, lose your annuity for each month in which you work for a railroad or for your last nonrailroad employer. Secondly, if you work for any other employer, your annuity will be withheld for each month in which you earn more than $100 in employment or self-employment. However, the withheld annuities will be restored if your total

earnings for the calendar year are less than $1,250. If they are $1,250 or higher, you permanently lose one month's annuity for each $100 of earnings in excess of $1,200, counting the last $50 or more of such excess as $100. Finally, depending on the nature of the work you do, you may be given a new medical examination to determine whether you have recovered from your disability. If this is found to be the case, your annuity will be terminated effective two months after you were deemed to have recovered.

After you reach age 65, your annuity may be withheld only if you work for a railroad or your last non-railroad employer.

10. *I retired on a disability annuity last year and am still under age 65. For the first five months of this year, I did a special job for my friend, a building contractor, for which he paid me $300 a month. I have not yet reported my earnings to the Board. For how many months will I lose my annuity?*

A disability annuitant under age 65 is subject not only to both types of restrictions described above, but also to additional deductions as a penalty for failing to report his earnings promptly to the Board. If he fails to report his earnings of over $100 for any month before cashing his annuity check for the second following month, he will be penalized by having one or more annuity payments withheld in addition to not being paid for the months he earned more than $100.

For the first failure to report, the penalty is one additional payment only, even though earnings for several months were not reported. For a second or later failure, the penalty is more severe—one payment for every month for which earnings were not reported on time. The number of payments lost as a penalty for failing to report earnings in a year cannot exceed the number lost because of excess earnings in that year. Because of this limitation, some or all payments withheld as a penalty may be restored in a year-end adjustment.

Assuming that you have no further earnings from employment in calendar year 1967, your earnings for this year will total $1,500. You will lose your annuity for three months because of excess earnings ($300 over $1,200). In addition, you are subject to one penalty deduction for failing to report your January-May earnings on time, assuming this is your first failure to make a timely report to the Board. You will therefore have one penalty deduction, in addition to the three annuity payments lost because of excess earnings.

11. *I have been awarded a disability annuity under the Railroad Retirement Act. Recently, I was notified that my annuity was increased because a disability freeze period was established in my case. Could you explain why my annuity was affected by a disability freeze?*

Railroad employes are guaranteed that the total monthly benefits to an employe and his family will be at least 10 percent more than the amount, or the additional amount, that would be payable if railroad work had been covered by the Social Security Act. When the amount that would be payable by the social security system is computed, disability freeze periods are taken into account. This means that an employe's benefits are protected because the period of disability is not counted in the calculation of average earnings.

12. *I was awarded a disability annuity by the Railroad Retirement Board in September* 1966. *I am now 63 years old. Will I be eligible for the new supplemental annuity from the Board when I reach 65?*

Since your disability annuity began after June 1966, you may also receive a supplemental annuity when you reach 65, if you meet the other eligibility conditions. This means that you must also have had at least 25 years of creditable service and a current connection with the railroad industry at the time your annuity began.

13. *I can no longer continue working in my railroad job because of a disabling condition. Should I first file for a disability annuity under the railroad retirement law or for sickness benefits under the railroad unemployment insurance law?*

There is no clear-cut answer to your question. It depends on the particular facts in each case. The best thing for you to do is to discuss your situation with a representative of the Railroad Retirement Board. He will explain the advantages and disadvantages of filing for each type of benefit. Some of the things to be considered are the amounts payable under each law, whether you have a wife eligible for an annuity, the effect of receipt of monthly benefits on the residual payment, and the insured status of the applicant.

Members Adversely Affected Are Entitled To Unemployment Insurance Benefits

Special Registration Arrangements Are Being Made by the Railroad Retirement Board in Connection With National Shopmen's Strike July '67

(1) A special combination application and claim form will be issued to register the employes off because of the strike. Arrangements will be made to take claims on this special form at an early date.

(2) Regional and field offices will not take claims and no special claims taking facilities are planned.

(3) Employes claiming benefits will register with their regular unemployment claim agent as soon as possible but delayed registrations will be accepted.

(4) The Board is obviously not equipped to process the expected volume of claims as fast as claims are ordinarily processed. Registration will be taken on the special claim form through December 31, 1967. Taking claims during the next few months will make it possible to arrange for orderly processing without delaying other benefit payments.

Jesse Clark
President

adv.

Just Published

How 88,648 Heavy Smokers Stopped Smoking

New York—The Anti-Tobacco Center of America has just published a booklet which explains how 88,648 heavy smokers (of whom many are physicians) have stopped smoking without straining their will power. This booklet is available free of charge to smokers. All you need to do, to obtain it, is to send your name and address to The Anti-Tobacco Center of America, Dept. A-5-J, 366 Fifth Avenue, New York 1, New York. This offer is open while the supply of these booklets lasts.

Here Is How Grand Lodge Spent Its Funds

OUT OF THE QUARTERLY DUES EACH MEMber pays to his local, nine dollars is remitted to Grand Lodge. The money is allocated to four separate funds maintained by Grand Lodge. Here is how our Constitution says the $9.00 shall be divided among the Funds: General Fund—$7.20; Building Fund—$.20; Contingent Fund—$1.15; and Journal Fund—$.45. The Delegates at the 1964 Convention held in Montreal voted to temporarily increase the per capita tax to Grand Lodge $2.00 per member per quarter effective January 1, 1965, and ending December 31, 1967. The above amounts reflect this increase. The $2.00 temporary increase is equally divided between the General Fund and Contingent Fund. The Committee on Laws has recommended that the Delegates to this Convention make the temporary increase permanent, a measure that is necessary to keep the Brotherhood in a sound financial condition. The amounts allocated to each fund are reflected in the receipts of each fund, as shown in the accompanying financial statement. The statement is condensed from the detailed financial statements furnished quarterly to each Local. The statement covers operation of the funds from April 1, 1964 through March 31, 1967. The accompanying report shows the cash position of each fund at the beginning of the report period, the amount of money each fund received during the report period, and how each fund used its money. The purpose of each fund can be determined by examining its disbursements. For example, all of the operating expenses of Grand Lodge are paid from the General Fund. The Contingent Fund is used exclusively to pay strike benefits. The Journal Fund derives a good portion of its revenue from advertisements placed in the Journal by railroad supply companies. However, this fund has suffered severe losses as reflected in the accompanying statement and as a result, the Vice President assigned to Headquarters has in addition to other duties edited the Journal since October 1, 1966, and his salary is paid by the General Fund. The following account is a resume of the financial operations of your Grand Lodge:

GENERAL FUND

Cash on Hand and in Bank: (4/1/64)		$ 193,693.33
Receipts: (4/1/64 through 3/31/67)		
Per Capita Tax	$1,268,297.79	
Initiation Fees, Charter Fees, G. L. Dues	12,586.51	
Interest and Dividends	24,261.35	
Sale of Postage and Supplies	10,989.98	
Subordinate Lodge Bonds	4,561.88	
N.R.A.B. Joint Fund-Refund	6,998.28	
Group Ins.—Travelers, Union Labor Life, Canadian Group	11,067.10	
Unemployment Ins. Tax	6,604.54	
Sale of Apprentice Training Booklets	9,411.01	
F.E.C. Special Assessment	103,004.90	
Sale of Securities	24,637.50	
Cash Assets of Legislative Fund	40,845.41	
Cash Assets of Special Assessment Account	73,681.43	
Refund of Transportation and Expenses—R.L.E.A.	888.49	
Repayment of Loan From General Committee	500.00	
Miscellaneous (three items)	59.00	1,598,395.17
		$1,792,088.50
Disbursements: (4/1/64 through 3/31/67)		
Salaries: Officers and Representatives	$ 425,487.81	
Salaries: Office Employes and Special Detail	155,081.37	
Total Salaries	$ 580,569.18	
Less Deductions (R.R. Tax, W.H. Tax, Group Insurance, Pension Plans and U.S. Savings Bonds)	121,328.20	
Net Salaries Paid	$ 459,240.98	
Expenses: Officers, Representatives and Special Detail	146,754.25	
Postage, Stationery and Other Supplies	42,752.53	
Telephone and Telegraph	16,676.34	
National Moves for Wage Increases, etc.	28,898.39	
R.R. and U. I. Tax	79,824.81	
P.C. Tax to A.F.L.-C.I.O. and Other Affiliates	65,979.23	
Convention Expenses	5,881.39	
Professional Services	23,280.10	
Headquarters Building Operating Expenses	22,052.20	
Office Rent Outside Chicago	10,988.77	
Printing Awards, Constitutions, and Appr. Training Booklets	16,842.54	
Office Equipment (Purchase, rental and service)	5,378.03	
Withholding Tax (Federal, State and Provincial)	80,965.27	

Compensation for Travel Time and Away From Home Expense--To Arbitration

AS PROVIDED IN THE agreement signed January 13, 1967, our Brotherhood, in cooperation with four other Non-Op organizations, made efforts to meet with representatives of the carriers during the month of June to dispose of Article IV of the notices served May 10, 1966.

Article IV deals with travel time and expenses for employees required to work away from their home station. At the conclusion of the last wage move, which resulted in a 5%. increase, these issues were to be handled during the month of June this year.

Considerable stalling by the carriers has been encountered, however, the parties did meet for one day early in July. Nothing was accomplished. It was obvious that no progress was to be made and the National Mediation Board suggested that the parties should immediately enter into an agreement to arbitrate the issues as provided in the letter agreement of January 13, 1967, as reported in *The Signalman's Journal.*

No offer was made by the carriers to dispose of the dispute and the following agreement was forged to submit the issues to final and binding arbitration.

Brotherhood representatives felt provisions of the agreement should be made retroactive to July 1, 1967 but the carriers refused, making it quite clear that drafting of the agreement would only be further delayed. It was finally agreed that the effective date would be most profitable to the employees to settle the issues with a minimum of delay.

Provisions of the arbitration agreement are reproduced here.

Arbitration Agreement

This agreement made this nineteenth day of July, 1967, by and between the participating carriers listed in Exhibits and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

1. The controversy between the parties hereto, as hereinafter specifically stated, is hereby submitted to arbitration, and such arbitration is had under the provisions of the Railway Labor Act, as amended, hereinafter referred to as "the Act."

2. The Board of Arbitration, hereinafter referred to as "the Board" shall consist of six members, selected pursuant to the provisions of Section 7, Second, of the Act.

3. The specific questions to be submitted to the Board for decision are:

What disposition shall be made of the issues raised by Article IV as set forth in notices served by the employees, pursuant to Section 6 of the Act on May 10, 1966, reading as follows:

"ARTICLE IV— Travel Time And Expense For Employees Required To Work Away From Their Home Stations

A. Employees assigned in the course of their employment to live away from home during their work week, such as in camps, camp cars, highway trailers, hotels, or motels shall in addition to other compensation payable to them be compensated as follows:

1. They shall be assigned reporting points at their home stations and shall be considered at work from the time they report at such points at the beginning of the week

A Service To The Membership

President Jesse Clark

In line with the continuing efforts of your Grand Lodge to keep our membership fully informed, the manual published several years ago by the undersigned was recently revised and updated to reflect the true picture of rights under current federal laws, rights under the Railroad Retirement Act and the Railroad Unemployment Insurance Act, on Parliamentary Procedure and other matters described in the index.

Revised pages have been printed and will be furnished to all persons of record who have previously received the booklet.

Additional copies of the manual are available at $2 per copy. Order from: The Brotherhood of Railroad Signalmen, 2247 Lawrence Ave., Chicago, Ill. 60625.

Manual For General Chairmen And Local Chairmen

THE PURPOSE of this manual is to help general chairmen and local chairmen do a better job, their duties are much the same and the material contained in this convenient booklet should be of assistance to both. It is noted, however, that while these manuals were originally designed for use by general and local officers it could also be a most useful guide for the individual member.

There may be important parts of the jobs of General Chairmen and Local Chairmen that are not specifically covered, and also, the material contained in the manual may not apply in every case, but we hope the manual will prove helpful in most of your work.

IN ADDITION, we feel this manual will serve as a ready source of information to our membership as many of you will no doubt later assume one or more of these important positions, and we trust it will be helpful to you when attending the various meetings and conventions of our Brotherhood.

Jesse Clark

until they arrive at the away-from-home living quarters and from the time they leave the away-from-home living quarters at the end of the week until they arrive at their reporting points. They shall be compensated for such time at their regular straight-time rates during regularly assigned hours and at the overtime rate during overtime hours.

2. Such employees will be furnished with free transportation by the railroad company for week-end trips to and from their home stations. When such transportation is not furnished, they will be reimbursed for the cost of railroad fare if they travel on other rail lines, or the cost of other public transportation used in making such week-end trips, or at the rate of eleven cents a mile if they use their personal automobiles for such trips.

3. Meals and lodging will either be furnished by the railroad company or the employees will be reimbursed for the actual reasonable expense incurred. When meals and lodging are furnished by the railroad company, the food shall be wholesome and adequate and prepared and served under sanitary conditions, and the lodging facilities shall be adequate for the purpose and maintained in a clean, healthful, and sanitary condition.

4. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or a holiday shall be paid for at the overtime rate.

5. An employee covered by this rule who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company, he shall be reimbursed for such use of his automobileat the rate of eleven cents a mile.

B. Employees filling relief assignments, performing extra or temporary service, or any other work not covered by part A of this Article, requiring them to be away from their home stations shall, in addition to other compensation payable to them be compensated as follows:

1. Time working, waiting for transportation, or traveling during an employee's regularly assigned hours (not in excess of eight) on a work day shall be considered work time and shall be paid for at the straight-time rate except when under the overtime rules the overtime rate is applicable.

2. Time working, waiting for transportation, or traveling outside of regularly assigned hours or on a rest day or a holiday shall be paid for at the overtime rate.

3. Waiting and travel time shall end when an employee reaches the point at which the work is to be performed and shall begin again when he leaves that point to return to his home station or to go to another point.

4. An employee in such service shall be furnished with free transportation by the railroad company in traveling from his home station to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorizes him to use said automobile, he will be paid an allowance of eleven cents for each mile in traveling from his home station to the work point, and return, or from one work point to another.

5. Such employee shall be reimbursed for the actual reasonable cost of meals and lodging away from his home station.

NOTE: *The term "home station" as used in this rule shall mean for each individual employee the town, city, or railroad station located on the lines of the railroad nearest to the employee's place of residence.*

Nothing in this rule shall be construed as requiring an employee to own an automobile or to use it in his work."

4. In its award, the Board shall confine itself strictly to decisions as to the questions so specifically submitted to it.

5. The questions, or any one or more of them, so submitted may be withdrawn from arbitration on notice to that effect signed by the duly accredited representatives of all of the parties hereto and served on the Board, at any time prior to the making of the award.

6. The signatures of a majority of the members of the Board affixed to its award shall be competent to constitute a valid and binding award.

7. The Board shall begin its hearings on August 8, 1967.

8. The Board shall make and file its award prior to September 26, 1967; provided, that the parties may agree at any time upon an extension of this period.

9. The Board shall hold its hearings in the City of Chicago, state of Illinois.

10. The award of the Board shall become effective on October 15, 1967 and shall continue in force until changed in accordance with the procedures of the Railway Labor Act, as amended.

11. The award of the Board and the evidence of the proceedings before the Board relating thereto, certified under the hands of at least a majority of the members of the Board, shall be filed in the Clerk's office of the United States District Court for the Northern District of Illinois, Eastern Division.

12. Such award and proceedings so filed shall constitute the full and complete record of the arbitration.

13. Such award so filed shall be final and conclusive upon the parties hereto as to the facts determined by the award and as to the merits of the controversy decided.

14. Any difference arising as to the meaning, or the application of the provisions of such award shall be referred for a ruling to the Board, or to a subcommittee of the Board agreed to by the parties hereto; and such rulings, when certified under the hands of at least a majority of the members of such Board, or if a subcommittee is agreed upon, at least a majority of the members of the subcommittee, and when filed in the Clerk's office of the United States District Court for the Northern District of Illinois, Eastern Division, shall be a part of and shall have the same force and effect as such original award.

15. The respective parties to the award will each faithfully execute the same.

16. The provisions of Section 9 of the Act are applicable and have the same force and effect as if they were made a part of this Agreement.

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

On this the 19th day of July, 1967, before me personally appeared J. W. Oram, W. L. Moore, W. S. Macgill, J. E. Wolfe, G. E. Leighty, C. L. Dennis, H. C. Crotty, Jesse Clark and Richard W. Smith, to me known as the persons described in and who executed the foregoing agreement, and duly acknowledged the execution thereof.

Francis A. O'Neill, Jr.
Member, National Mediation Board

B of RS President:

Seniority backed up by training is the key to signalmen's future

Brotherhood of Railroad Signalmen President Jesse Clark recently discussed his views on the future of the Brotherhood with RS&C Editor Robert W. McKnight and Associate Editor Elsworth L. Abbott. He also revealed his personal plans for the future, indicating that he has recently passed retirement age. Many other areas of interest were explored in this exclusive interview and Mr. Clark's candid answers reveal many progressive avenues of approach to problems confronting the industry.

Q. At one time there was some discussion that skill and qualifications would eventually have to be taken into consideration along with seniority. What are your thoughts on this?

A. In railroad terminology, we basically stay with seniority. It is the best protection we have for the employees. If it wasn't for seniority, I am afraid the railroads would be in dire need of more signalmen today than they really are, for the simple reason that people qualified in our craft can go into other industries. I won't venture to say they could double their take-home pay, but I think nearly so. Seniority has helped the railroads retain these people in their employment. Also, the fringe benefits have helped, namely health and welfare, railroad retirement, etc.

Q. You feel, then, that because they have stacked these rights up, they are reluctant to give them up to go into another industry where they could make more money?

A. Very definitely so. I think that is coupled with another fundamental, namely training of employees. I think the railroads have been shortsighted in the fact that they have been reluctant to properly train people and pay them a sufficient wage to keep them. We know that qualified signalmen are in demand today. We are losing people every day. I think the industry should look to the future in order to compete in the labor market. By training, they can make sure that the boys are qualified to perform the necessary work in connection with new techniques. Also, they should be willing to pay signalmen a wage to attract them and keep them after they are trained. I am not implying that our present day signalmen are not qualified. I think the industry should be very proud, and certainly we are, that the present crop of signalmen have been able to assimilate knowledge and to perform the techniques necessary to install and maintain all this new, modern equipment. They certainly deserve a great vote of thanks for being able to perform this work in such an outstanding and efficient manner, which has enabled the railroads to operate more efficiently, safely and economically.

Q. Would it be possible to relax the present seniority rules so that a young man with technical training and ability could be promoted to a signalman or maintainer? Could technical qualifications overcome a man's lack of seniority?

A. I readily admit that some of us oldtimers (I emphasize the word us) are not qualified in the new techniques. I think we should take advantage of the young fellow who is willing to acquire the necessary skills to do the job. Perhaps we should move him into the job in somewhat disregard of seniority. I emphasize the words "in somewhat", because I want to stress that he will take this position not to the detriment of the old timers or the encumbent signalman. This encumbent has contributed in his days to the techniques that were required in his day. He did qualify and he did perform the service over a period of years. It is no fault of his own that the industry through its shortsightedness has not qualified this older man. If they would protect the interest of the old timer, not put him down the ladder, but protect his seniority, rate of pay, etc., then we would permit the young fellow who might do a better job on the new skill required, to go ahead and take that particular job.

Q. Assuming that we have the older man retired, now what do we do here? The position is now vacant. In our new relaxation policy, we put the skilled young man in there. Now would you feel that this would be a

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detriment to another maintainer, an older man who has seniority but he cannot handle these new skills?

A. Should the senior man desire to accept the new position, he should exercise his seniority and be given that opportunity. If he fails to qualify or demonstrate his ability to perform the techniques or requirements of the position, we should put the younger man on the job. But we should not do this at the expense of the senior man. He has earned something for his long years of service and of his handling of things in the past which did require in his day just as much skill and responsibility in the industry, comparatively speaking, as today. We should keep him there until he reaches his retirement age.

Q. How do we attract and keep these younger fellows if we run into this continual problem of seniority? In other industries, the young man can work overtime, or he can jump several classifications and still be at a technician's level with higher earnings commensurate with his skill.

A. If you have true railroad blood, you will be willing to endure a short while with some prospects of attaining one of these greater positions. I think the basic fault lies with the industry for not paying adequate rates of pay which are commensurate with the skills and responsibilities. We ought to be able to say to these young fellows: "Well, now be patient young man. Now give us a few years and you will step into a good position." Then we ought to have something for him to step into, which would be as good or better than the job he could get outside of railroading.

Q. What you are really advocating then, is a real differential (in pay, benefits, etc.) between a starting job and one at a technician's level requiring more skill. Also, the pay for a journeyman in the craft would be sufficient so that a fellow would be justified in holding on to a junior position until a vacancy occurred. Is this what you'd like to see come about?

A. That is right. However, to achieve this it is the responsibility of both management and labor to see that these boys are qualified. I have stated repeatedly to management that I am willing to enter into an agreement with them that we require as a condition of employment, particularly for the new hirees, that they do educate themselves on the job to meet these requirements and be ready to step in when the opportunity permits. I think we owe it to the industry to do a job for them. I am willing to do that, but I think the industry owes it to us, too, to see that these men are afforded the opportunity to receive that education and then be qualified to take over, because the railroads themselves profit by their skills.

Q. You have two outstanding training agreements, don't you, on the Canadian National and the Southern Pacific?

A. Yes, only they don't go far enough. I think their programs should be broader. I think the railroad industry should contribute more in the way of text books, training on the job, and off the job instruction. I think the new employee must understand that when he comes into railroading, he will have to go through this training course in order to qualify. What he lacks in basic education for qualifying as a signalman will be available under a joint training program, which will be a condition of employment. While he is in training, he will be accumulating seniority. When he completes his training, he can step into a job that he can maintain, and also have a decent living in comparison with other industries, which require equal skills or responsibilities.

Q. What are some of the shortcomings in these present agreements?

A. The industry itself is not providing the employees with sufficient technical material, text books, training, etc. They have not afforded trainees the opportunity to get practical knowledge on the job. They haven't provided training classes, nor instructors. They haven't provided cars equipped with the necessary materials or equipment for the trainee to physically work with or handle. They ought to do these things.

Q. But the above doesn't generally apply to the training provided by the Canadian National, for example?

A. That is right. CN has done a fine job of training its signal employees. To be sure, it is not perfect, but we think it is one of our best agreements along this line of providing training.

Q. What is the BofRS doing about the shortcomings, mentioned above?

A. I am willing to make an agreement and say that the men must take such a training course, and they must study, off company time, if you please, to qualify. However, we can't provide the necessary signal equipment or facilities for them to get on-the-job training. That is management's responsibility.

Q. To return to the CN, a moment. Don't they have training cars and don't they provide classroom training, although not as much as might be desirable?

A. You are correct. I have to take my hat off to the Canadian National. Their signal officers have gone farther than any of the others on the North American continent to properly and adequately train their personnel. I am for them, and I am with them. I hope others follow.

Q. You mentioned management's responsibility in providing on-the-job training, cars, equipment, etc. I realize that other roads are doing some training in signaling, such as supervisors (on their own) are holding classes for some of their men. What

specifically has the BofRS done for its members on the roads which have no training agreements?

A. In almost every agreement revision that we have suggested to management, we have proposed that they negotiate with us for an adequate training program. We have proposed basic rules and requirements. A few roads have agreed with us. One, for example, is the New Orleans Union Passenger Terminal, which has an excellent training program. I am not criticizing those who haven't. I think they are reluctant to progress their thinking. They ought to go ahead.

I have met personally with Mr. Daniel P. Loomis, retiring president of the AAR (when he was active), and the AAR vice-president Mr. R. R. Manion, who is in charge of the operations and maintenance department. I strongly urged them that we ought to adopt basic training rules and requirements for our craft.

To find out if federal funds might be available for such training, I personally talked with Secretary of Labor Mr. Willard Wirtz, and members of his department. They assured me that governmental funds are available. However, I have opposition from certain representatives of management who don't want government assistance because they are fearful of government interference. However, government officials have assured me that they don't want to interfere. They want to be of assistance, and I am convinced they are telling me the truth. These officials and some enlightened railroad officers recognize the tremendous need for qualified people in signaling if the railroads are to keep up with the new techniques and operate more efficiently and economically.

Our own Brotherhood, at our own expense, and in cooperation with one of the very progressive signal engineers, has prepared an apprentice training program. We call this an apprentice training program because heretofore we have not gotten too far with on-the-job training. We have prepared nine volumes of basic material in the signaling field (they are now available). Upon finishing this home study course, a man may take an examination prepared and supervised by a committee representing the Brotherhood and the railroad. If he takes this examination and passes it to the complete satisfaction of both the union and the railroad, he will be awarded a diploma and declared a full-fledged signalman. We are not trying to make money out of it. We are making it available to the railroads and to every individual employee at cost.

Q. If roads with which you have training agreements and which a degree of higher skill is required of the men on the condition of employment, it should strengthen your hand in obtaining better wages?

A. An excellent example is the Long Island. I have had the privilege of meeting Mr. Thomas Goodfellow (when he was LI president) and informally discussed with him the inequities of the pay of our skilled men. He readily agreed with me and he summoned the chief engineer and the signal engineer, and invited us to correct some of the inequities. This was done, and we do have substantial pay differentials on the Long Island. Now that Mr. Goodfellow has been promoted to president of the AAR, I will probably be knocking on his door for some further assistance along these lines for the entire railroad industry.

It must be observed, however, that a Presidential Emergency Board has just recently recommended a substantial wage increase adjustment on this Carrier for the employees represented by two shop craft organizations, i.e., the Electrical Workers and the Machinists. This has resulted in the wages of these employes being made greater than the members of our craft. While we do not agree that shop craft employees are entitled to be paid more than signal department employees we approve of their adjustment. We are confident the Carrier will again soon recognize this inequity and grant to us an equal or greater increase wage adjustment.

Q. Could this be a subtle hint to put signal engineers on notice throughout the industry that at least one man in a top policy-making position is willing to seize the advantages of higher pay for higher skill?

A. Indeed so, and I think the signal engineer should be put on that notice, and they in turn should inform the chief engineers of this situation. They should recognize that they are going to have to pay a rate of pay commensurate with the skills and responsibilities of our craft.

Q. At the time your last wage movement was settled, there was to be further discussion on away-from-home expenses for signalmen. Would you comment on this?

A. The inference you made may be misunderstood. It is not only for signalmen, but it is for all of us cooperating in the joint movement. However, the signalmen instituted it and put it in the program. We did make an agreement with the railroads in which we disposed of the basic issue of wages of a 5% increase this year, an additional 2½% beginning the first of next year, plus an additional week's vacation after 10 years of service. By a letter of agreement we agreed to negotiate during June on the question of away-from-home expense and travel time for all employees in the service.

At the time of this interview, however, the parties have not been able to agree on a mutually satisfactory date to complete these negotiations because of other commitments and urgent matters. We feel sure these problems will be ironed out very soon, however, and we are optimistic of a favorable settlement in behalf of the employes.

I will say this as a personal observation, I think that this issue is worth more to our people than a substantial wage increase because it reimburses them for out-of-pocket expenses. I say that for the obvious reason that territories have been lengthened, train service has been reduced, and trains are often running on through schedules with very few stops at outlying points. Signalmen are required to drive their own automobiles, to use buses or other public transportation, even air lines. We have boys that are actually traveling by air at their own expense to

perform carrier service. I think it is basically unfair for an employee performing service for a company to do so at his own out-of-pocket expense. I think we will secure a very reasonable settlement.

Q. I believe the signalmen have made quite a strong presentation that being basically electricians, they are disadvantaged as contrasted with electricians in other industries. In this 5% wage settlement and in future wage negotiations, do you feel that this differential has not been closed and you see more strenuous efforts on the part of the BofRS to close or narrow this differential between signalmen and electricians in other industries?

A. I do not want to say that the skilled trades in outside industry, such as the electricians, are underpaid or overpaid. I think they are paid commensurate with their responsibilities and skills. I think, however, signalmen are far underpaid, comparatively, for the skills necessary and for what they contribute to the industry and to the public. If you make a mistake in wiring a house or a building, the light doesn't go on or the TV doesn't work. But a mistake in signal wiring may cause a train wreck in which people may be killed and a million dollars of equipment damaged. I think the signalmen are far underpaid. It certainly will be our determined effort to secure, in the not too distant future, adjustment to make them at least equal to those in outside industries.

Q. I assume then that the BofRS will not be able to go along with the non-operating unions position of a blanket 5% raise, for example. Do you have a special situation which would require more than just the average wage granted to your fellow unions?

A. Yes, I think so. And again I want to emphasize that I don't think any of the railroad workers are overpaid. I think we are all entitled to an adjustment. However, signalmen contribute more to the safety, efficiency and economy of the industry than any other craft. Hence, it may be necessary for us to go on our own to secure the adjustment based on those skills and responsibilities required of our craft. We know where there is unity, there is strength. On the other hand, I would be less than fair if I don't say that sometimes we have been denied increases due us that perhaps could have been obtained had we not been in a joint movement. Now, being in a joint movement of course, is two-fold. For economic reasons, it is cheaper to handle a joint movement paid for by the cooperating organizations than it is by going it alone.

If a joint movement more or less enters an agreement in the first place that none will settle unless they all settle, there is union and strength. Even though we make the better case, we are actually forced to accept the basic settlement. Therefore we are retarded. I think it is going to be encumbent upon us in the near future, to go on our own again in an effort to correct these inequities pointed out by the emergency board that handled our 1964 case. The record is very clear on that, the emergency board (so-called Hill Board) reported in detail that the signalmen were underpaid. The amount they granted us at that time was simply the first step toward correcting the inequity of rates applicable to comparable industries and skills. If, in order to correct the still existing inequities, it is necessary to go on our own, we are just going to have to do that.

Q. Over the last 20 years, the amount of signal equipment in service on U.S. railroads has been rising. During this time, there has been a general, but fairly small, decline in the number of maintainers and signalmen. Also, according to the Bureau of Railroad Safety, there has been a decline in the number of false restrictive and other types of signal failures. Do we have a false sense of security right now, because even though signalmen have more to maintain, the equipment must be better because the safety record is getting better? Are we building for a crisis in another five or ten years when the signal equipment is going to start failing or wearing out and we are not going to have enough people to maintain it? Are we just trouble-shooting now?

A. I think so. When I went to work our primary function was to maintain a mechanical interlocking plant, adjusting a mechanical switch, and filling and maintaining oil lamps. That required manpower. Nobody can dispute the fact that the new equipment now being installed by the railroads requires far less maintenance. There is far less maintenance required for an electric lamp than for an oil lamp. You don't change a bulb every day. So that means less manpower. Hence, the maintainer can handle greater territory. However, the new equipment does require a greater skill and a greater responsibility.

If we let things go without proper tests or inspections, we are treading on thin ice. Now, a maintainer can handle more territory, but we are not properly maintaining, testing and inspecting. For example, you can tell about how long a light bulb is going to burn. It ought to be replaced before it burns out and causes a failure. The same is true of most signal equipment. It can wear out or fail. If you don't test it, don't inspect it and let it go until it fails, you may have an accident. Then the cost of the accident plus the cost of replacing or repairing the signal equipment is far more than it would have been to keep the equipment in good condition with day-by-day or regular maintenance. I think we are borrowing time here when we extend these maintainers' territories to the extent that they cannot adequately and properly test, maintain and inspect.

Q. Could the answer be overtime work, or to have more maintainers?

A. The railroads today are depending on paying a few minimum dollars and a few hours of overtime to get their equipment maintained, rather than putting on additional personnel to properly maintain the signal equipment. I am basically against all overtime and call rules. I say it every chance I get. I think the answer is not overtime or call rules.

You can maintain a better plant for the industry by keeping a few people on the job available to maintain and perform this service. You can render a better service this way than by having a maintainer subject to call and encouraging him to come out and do the work because of a little overtime pay he can earn. To my own union, I say that "by working overtime, you are denying your fellow worker the right to make a living." My solution to this overtime problem is to get a basic rate of pay to the extent that we can live without penalties and maybe when we do that we won't need penalties or overtime to live on. And still we will be affording our fellow worker a job. He too, will pay taxes, contribute to our government, and assist in our whole economy.

Q. Do you think that the ICC's revised rules, standards and instructions for the maintenance and installation of signal equipment have been beneficial?

A. I think the revisions have been fairly successful. I think it behooves all of us to keep them up to date. They should be studied by the interested parties (government, industry and the BofRS) and reviewed on a yearly basis to keep them in step with the advancing technology.

Q. There has been comment that violations of the RS&I cost a railroad only "a piddling amount of money", at the most a few thousand dollars in fines. However, wouldn't it be a good idea to have a time limit on enforcing a railroad to correct a violation of these signal RS&Is?

A. I definitely do believe there should be a time limit. I ought to make it clear that so far as our organization is concerned, we are not interested in fining the railroads. We think they can use their money to a better advantage to provide better service for the public, and to provide more signaling. If a specific time limit for compliance is set, and then if they persistently do not correct the violation, the fines should be made large enough so that they hurt. When that is done, then we think the railroads will comply.

Q. Do you think there is anything that should be written into the signal RS&I concerning grade crossing protection equipment at highways? Is there any more that could be done as concerns the railroads' responsibility in this area?

A. Yes. I am encouraged by the new Department of Transportation because I think it is interested in this endeavor. But we must keep in mind that under present law, the federal government does not have the authority over installation and maintenance of highway crossing protection devices. This is in the area of states' rights, but I do think that we ought to give consideration to having Congress enact laws governing these highway grade crossings in order to get uniform instructions concerning installation of, and compliance with highway grade crossing protection devices.

We ought to embark on a program to see that the public is educated in the necessity of observance of these devices. This will require the cooperation of local and state governments, the organizations or unions from the local level on up, and the railroads. Maybe fines would be necessary for those drivers who do not obey crossing protection devices. If we can educate the public to observe and respect the protecting devices of the highway grade crossing with the railroad as they respect the city traffic light, then we will be making some progress.

As chairman of a Railway Labor Executives' Association subcommittee concerned with the installation, maintenance and compliance with highway crossing signals, I can assure you that the unions are very much concerned about highway grade crossing accidents. I think we have a broad field and I would sincerely hope that the railroads would join with us in endeavoring to educate the public. I am optimistic about the cooperation which we might receive from the Department of Transportation because I have been led to believe that their thoughts are the same as mine in this connection.

Q. It has been proposed that a traffic light be installed at railroad-highway grade crossings because the public obeys these traffic lights. What is your opinion on this kind of a proposal?

A. Basically it is sound thinking. The public, today, has been educated to observe and to respect traffic signals. If we can install similar devices at highway-railroad grade crossings, then they might observe them at these locations. If we can adopt either through federal regulations or uniform state regulations compliance with crossing signals, we will be accomplishing a great service.

Q. I understand that many states, Michigan and New Jersey for example, are very active right now in highway crossing protection programs. These states, and many others, will contribute funds for the installation of crossing protection equipment. One problem, I am told, is the lack of skilled signalmen to install such equipment. Have you any comments?

A. The state of New Jersey has offered to pay 90% from state funds for the installation of these crossing devices. I think they ought to contribute to maintenance also, because that is a basic cost too. As for the shortage of skilled men, it is a case of training men. We are willing to sit down with the railroads and work out a training agreement. On some roads, the Chicago & North Western, for example, we worked out an agreement whereby the signal maintainers worked with construction forces to install crossing protection equipment over a three-year period. This was a tremendous program —running well over $1 million— whereby the construction forces were assisted by the regular maintainers. Everyone benefited: the construction signalmen, maintainers, the railroad and the public.

Q. Would it be logical to merge

the BofRS with the IBofEW, because, basically they are electrician's unions?

A. Well, it would be the most natural merger because of the common work with electricity. However, an electrician is not a signalman, although a signalman is an electrician. There is quite a difference. Now the natural assumption of a merger would be that signalmen work as electricians. But we refuse to be classified as common, ordinary linemen. Our skills are far greater. Now that is what the IBofEW wants to relegate us to—equivalent to a lineman. We have a lot of line work in signaling, but it requires just as much skill to install a signal line as it does an electrical line for any other purpose.

Now we have explored the possibility of an amalgamation. Basically, it is good. But the trouble is the IBofEW doesn't want to amalgamate or merge with us. They want to swallow us, and we refuse to be taken over by anybody.

Q. Which would be preferable, to merge with an operating union or a non-operating union?

A. Very definitely an operating union because we contribute more to the actual movement of the train than does the engineer, himself.
If we are going to merge with anybody else, aside from the electricians we just talked about, we very definitely want an operating union.

Q. What would they be?

A. One would cover train and engine service including engineers, firemen, conductors, trainmen and switchmen. Another union would include all the present shop crafts. A third union, for want of a better word—miscellaneous—would include signalmen, clerks, maintenance-of-way employees, transportation-communications (formerly telegraphers) employees, and those related workers, perhaps the dispatchers and yardmasters. The fourth one ought to include the marine unions in the railroad industry. If we had four basic unions, the railroads wouldn't have any difficulty negotiating and neither would we because we could walk in and say to the railroads, "we represent all of this group. You can deal with one of us, you can deal with all of us." I think it would stop a lot of complications. I think it would be a cause for peace in the industry.

Q. In these four unions you are grouping (in general) people of similar skills and working conditions. Am I correct in assuming that the signalmen would maintain their skills and job classifications, etc., probably in a much better way than they would if signalmen were in one big operating union?

A. I think you are right. My grouping arrangement is because of their related responsibilities and skill requirements. For example, you take the group designated as miscellaneous, there are the clerks, telegraphers, signalmen, M/W, etc., there is never a day passes—I scarcely say there is never an hour passes—when our work is not related. We are working together. If we had four trade unions in the industry, the railroads would have somebody to deal with and we would have some power to meet them.

Q. How are railroad mergers affecting signalmen?

A. Basically, it doesn't affect signalmen too much. If you are going to have consolidation and abandonment of lines, it would reduce the number of signalmen. But, if the railroads are going to merge for the purpose of improving the facilities in their plant, then they are going to have signals and signal facilities. What does affect us, is the application of the merger agreement with respect to the transfer of employees and the handling of such transfers concerning their seniority rights, moving expenses, their rights with respect to an arbitrary transfer, etc.

We contend that you cannot transfer people, even though it is a merged property, from one seniority district to another without an agreement. All we ask is that a new agreement be made which provides the conditions of how these people will be transferred. Our problem is that you can't transfer signal work. For example, you can't transfer signal work from the Pennsylvania to the New York Central, which are now concerned with merging. But you may transfer employees, and that becomes a human factor. We cannot say to a fellow: "We are going to pick you up from St. Louis and transfer you to Columbus or New York," without protecting his rights. We resist the attitude and the position of some railroads that they can pick men up and transfer them at will. This cannot be done. An agreement must be worked out to protect these basic rights of the individual employee.

Q. Do you see a bright future, then, in railroading?

A. Yes, I think we have a bright future. I do not think the railroads are a dying industry. By our joint efforts, I believe we can improve the service to the people, to all industry. By diligent planning, primarily by management because they control the purse strings, we can meet the competition that we must meet if we are going to have a dynamic economy in this country. I am not willing to be taken over by trucks, buses, airlines, waterways or anybody else, because they cannot perform as economically the basic transportation-distribution function the railroads perform.

There is some speculation about you retiring. What are your plans?

I was 65 last November 21. I have always been an advocate that upon attaining retirement age, you accept your retirement and enjoy a well-earned rest. I have been at the front lines during these 22 years. I have loved it and enjoyed it. I think, however, that when we have attained retirement age, we should recognize that new techniques, new ideas, and new people can advance the handling of the affairs of our Brotherhood. We should turn over the leadership to new personalities. I am so stating in my report to the forthcoming convention.

RS&C

Group Insurance and Pensions	42,617.98	
Statistical Data	2,590.42	
F.E.C. Travelers Insurance Premiums	3,533.94	
Transfer to Other Funds	247,238.19	
Insurance	8,713.59	
U. S. Savings Bonds	3,281.25	
F.E.C. Unemployment Payments	32,676.52	
Purchase of Securities and Bonds	44,130.05	
Collection and Exchange	6,477.26	
General Committee Refunds	1,264.57	
Miscellaneous (15 items)	1,959.70	1,399,998.30
Cash on Hand and in Bank: (3/31/67)		$ 392,090.20

CONTINGENT FUND

Cash on Hand and in Bank: (4/1/64)		$ 29,766.25
Receipts: (4/1/64 through 3/31/67)		
Per Capita Tax	$ 135,570.75	
Interest	7,435.69	
Repayment of Loan (Bldg. Fund)	18,485.09	
Accounts Receivable	200.00	
FEC Donations	45.00	161,736.53
		$ 191,502.78
Disbursements: (4/1/64 through 3/31/67)		
Strike Benefits	$ 80,294.63	80,294.63
Cash on Hand and in Bank (3/31/67)		$ 111,208.15

BUILDING FUND

Cash on Hand and in Bank: (4/1/64)		$ 4,346.51
Receipts: (4/1/64 through 3/31/67)		
Per Capita Tax	$ 29,752.42	
Interest on Savings	597.87	30,350.29
		$ 34,696.80
Disbursements: (4/1/64 through 3/31/67)		
Repayment of Loan (Contingent Fund)	$ 18,485.09	
Interest on Contingent Fund Loan	919.05	
Cleaning and Decorating Building	3,343.00	
Gas, Light, Power and Oil	1,901.48	
Building Improvements	6,589.00	
Maintain and Operate Headquarters	417.40	
Miscellaneous (three items)	61.10	31,716.12
Cash on Hand and in Bank (3/31/67)		$ 2,980.68

SIGNALMAN'S JOURNAL FUND

Cash on Hand and in Bank: (4/1/64)		$ 17,362.51
Receipts: (4/1/64 through 3/31/67)		
Per Capita Tax	$ 67,018.78	
Advertising	29,570.77	
Interest	816.80	
Miscellaneous	749.70	98,156.05
		$ 115,518.56
Disbursements: (4/1/64 through 3/31/67)		
Production Costs (Printing and Mailing)	$ 66,606.56	
Salaries (Net)	19,197.17	
Editor's Expenses	5,549.95	
Postage, Stationery, Supplies, etc.	843.06	
Photo Finishing and Supplies	1,674.84	
Photos and Art Work	2,398.34	
Articles	1,477.75	
Subscriptions and Books	689.14	
R.R. Tax, U.I. Tax and Misc. Insurance	3,852.53	
Withholding Tax	4,158.95	
Miscellaneous	702.18	107,150.47
Cash on Hand and in Bank (3/31/67)		$ 8,368.09

Superiority Of Railroad Retirement System

MOST RAILROADERS ARE aware that benefits under the railroad retirement system are superior to those available under social security. Some have questioned whether the extra benefits they are entitled to are worth the higher taxes they have to pay. The purpose of this article is to resolve any doubts about the desirability of being covered by the railroad retirement system.

Before describing the more important advantages of the system, something should be said about the part your Brotherhood had in bringing them about. The original Railroad Retirement Act and all the improvements which followed were put into law only through the persistent efforts of railroad labor. Your leaders understand the economic problems faced by those who depend mainly on their monthly annuity checks. Consequently, we want you to understand your system so you can support us in our efforts to keep it in good shape and to obtain further improvements.

Before going into the cost aspects, we will describe some of the more important ways in which railroad workers enjoy protection which the social security system does not provide. These comparisons are based on the present law and do not take into account any legislative changes that may now be pending.

• *New supplemental annuity plan:* Supplemental annuities of up to $70 a month are payable to employes awarded regular railroad retirement annuities after June 1966. The employes must have at least 25 years of service, a current connection with the railroad industry, and must be at least age 65. There is no such benefit under social security.

• *Larger benefit amounts:* The maximum regular annuity which a railroad employe retiring at the present time may receive is about $238 (without the supplemental annuity); the corresponding social security maximum under normal conditions is $136. However, let us consider a more typical example. An employe retiring today with average taxable earnings of $250 and 30 years of service will receive $246 in monthly benefits including a supplemental annuity of $70. Under social security, he could only receive $102. If his average earnings are as high as $300 his regular and supplemental annuities would total $271 compared with $124 in social security old-age benefits.

The spread between the annuities payable under the two systems will increase as time goes on because after 1966 more than 30 years of service can be credited towards regular railroad retirement annuities. For example, ten years from now, an employe retiring at age 65 can receive credit for 40 years of service. With average taxable earnings of $350, his regular and supplemental annuities will total $370 and with taxable earnings of $400 it will go up to $404. Young workers coming into the industry now can look forward to benefits totalling more than $500 after 40 years of service. On the other hand, the ultimate social security maximum of $168 can never be higher unless there are future changes in the law. The same favorable comparisons exist for an employe and wife.

• *Guaranty:* A railroad employe and his family are guaranteed that they will receive at least 10 percent more than they would have received under social security on the basis of his railroad service. However, most railroad employes receive far more in their regular annuity than they would under this guaranty. The guaranty is important principally in the case of survivor annuities.

• *Receipt of more than one benefit:* Railroad beneficiaries can receive more than one railroad benefit at the same time. On the other hand, a social security beneficiary entitled to two benefits under that system, in effect, can receive only the higher of the two benefits.

• *Age retirement at 60:* Railroad employes with 30 years of service may retire as early as age 60 regardless of their physical condition. The earliest age for nondisability retirement under social security is 62.

• *Occupational disability:* Railroad employes who are unable to work in their regular railroad occupations may receive annuities even though they are not totally disabled for all employment. Disability beneficiaries under social security must be unable to perform any work.

• *No waiting period for disability benefits:* Railroad retirement annuities can begin with the first day of disability while a 6-month waiting period is required under social security.

• *More liberal work clause:* Except for work on a railroad or for the last nonrailroad employer, retired railroaders can work and draw their annuities in full at the same time. The only exception to this rule is if a beneficiary is paid under the social security guaranty. In such cases, the social security work restrictions apply. When an annuitant paid on this basis earns more than $1,500 in a year, his annuity reverts to the regular amount and all that he loses is the difference between social security guaranty amount and the regular annuity. Under social security, beneficiaries under age 72 have their annuities reduced if their earnings exceed $1,500 in a year.

• *Full benefits for aged widows at 60:* Widows of railroad employes can receive full annuities at age 60 while the social security system reduces benefits to widows if they start at ages 60-61.

• *Larger insurance lump-sum payments:* The social security lump-sum is limited to a maximum of $255 while the railroad maximum at the end of 1966 was almost $955 and the average paid at the end of 1966 was in excess of $600.

• *Residual payment:* The railroad retirement system provides for a residual lump-sum payment which is not available under social security. This provision is intended to insure that an employe and family receive at least as much in benefits as the employe alone has paid in railroad retirement taxes.

Value of benefits: The extra benefits mentioned above are more than worth the additional taxes railroaders have to pay. Since the extra railroad retirement benefits cannot be obtained from social security under any circumstances, it is improper to evaluate them on the basis of taxes proportionate to social security rates. The only valid approach is to consider what such extra benefits would cost if purchased from an insurance company. Actuarial studies show that if an employe had to purchase such protection from private sources, he would have to pay a great deal more in premiums than he actually pays in additional taxes.

For all these reasons, your Brotherhood feels that our separate system is far superior to social security and merits our intense efforts to keep it separate and retain its superiority.

Federal Employers' Liability Act

By Howard Metzenbaum, Attorney

IT IS POSSIBLE FOR AN INjured employe to recover damages from his employer even though the accident did not occur on the railroad's property. Two recent cases illustrate this.

A railroad employe was killed when the boxcar on which he was riding was derailed and collided with a wall. The derailment occurred on the private spur track of a chemical plant and was caused by the accumulation of ashes on the track. Under the spur track agreement between the railroad and the chemical plant, the plant was responsible for the maintenance of the track. The Court permitted recovery against the railroad under the F.E.L.A.

The Court stated:

"A railroad has the nondelegable duty to provide an employee with a safe place to work. This is so despite the fact that it may not own, control or be under a primary obligation to maintain the premises on which the employee is injured. A railroad is not relieved from liability because such premises are unsafe or because of the existence of an unsafe condition brought about through the act of another and without fault on the railroad's part."

In another case the injured employe was working for one railroad in a small town. As part of his duties he was assigned the job of loading mail onto the mail car of another railroad. The second railroad had no employes of its own. The accident occurred due to a defective door on the mail car of the second railroad. The injured employe was permitted to sue his employer on grounds similar to those stated above. The railroad employe could not delegate its duty to provide him with a safe place to work even though he was required to go onto the premises of a different railroad.

F.E.L.A. Coverage for A Fall Out of Bed

In a rather weird case an employe collected against the railroad for injuries caused by falling out of bed. He was based in one city as a lineman but was assigned to another city for extended work. The railroad arranged for his lodgings and board at a railroad YMCA and paid his expenses. One night, while asleep at the YMCA, he fell out of bed as a result of a defect in the bed. The railroad resisted his claim on the grounds that he was not employed under the F.E.L.A. while in bed, and further that it was not responsible for negligence on the part of the YMCA. The Court held for the injured employe. It stated that when the railroad provides food and shelter for its workmen they are to be regarded as in the railroad's employ at the time they are using the accommodations since they are preparing themselves for their work. Furthermore, the company was liable for the negligence of the YMCA because the YMCA was considered as part of the operational activities of the railroad.

An Employe Who Wore Improper Clothing

During a severe snowstorm a railroad hired temporary help to clear snow from switches in its yard. One man who was employed had only low shoes and rubbers on his feet. Upon being sent to the yard he asked permission of the hiring agent to get a pair of boots but was told there was not enough time because they were short of men. The employe suffered frostbite on his feet and sued the railroad for his injuries. In permitting the employe to recover, the Court stated that the railroad was negligent when the hiring agent sent him out to the yard without permitting him to obtain boots. It dismissed the railroad's contention that the employe was also negligent because he should have realized that he was getting frostbitten and reported that fact to the foreman.

Chicago Bank Backs Truth-in-Lending Bill

AMALGAMATED TRUST AND SAVINGS BANK became the first Chicago bank to endorse the principle of pending federal legislation which would require lenders and others who extend credit to disclose all credit charges to the consumer. This law would make it necessary for credit costs to be stated both in terms of dollars and cents and as the approximate maximum percentage yearly rate before the transaction is completed. The bill was introduced by Senator William Proxmire (Dem.,Wis.), its leading sponsor.

"A free society demands that the consumer be given the facts needed to make an intelligent choice, whether he takes advantage of that knowledge or not," stated Alvin F. Friedman, Vice President, Amalgamated Trust and Savings Bank, 111 South Dearborn, Chicago. "If the American competitive system of free enterprise is to operate as it should, the public must be able to compare the price and quality of one supplier with that offered by another, and this includes credit charges," continued Friedman. "The Federal Reserve Board has recognized the advantage of full credit disclosure to our economy by unanimously endorsing the Proxmire bill," he further stated.

Credit Practices Complicated

The Amalgamated vice president pointed out that present credit practices are often too complicated and confusing for many consumers to understand. For example, after four hours of instruction on credit rates with an excellent textbook and well-experienced teacher, only 38 percent of a group of college students were able to figure out the annual percentage rate of credit charges within six points. Research investigations demonstrate that the consumer who is informed as to the true credit rate pays much less than the uninformed consumer.

"It is no longer necessary for credit information to be confusing," stated Friedman, pointing out that rate charts have been developed which make it easy to determine the consumer's annual rate. With the use of these charts, clerks with minimal skills have been able to accurately compute approximate annual rates in a matter of seconds.

"For some time the United States Department of Defense has required that sellers and lenders dealing with our three million servicemen and their families disclose in advance the dollar amount and the approximate annual rate. The extension of the same protection to the rest of the American public is long overdue," the Amalgamated banker emphasized.

"Full credit disclosure will be rewarding to businessmen, lenders and generally benefit the entire community," concluded Friedman.

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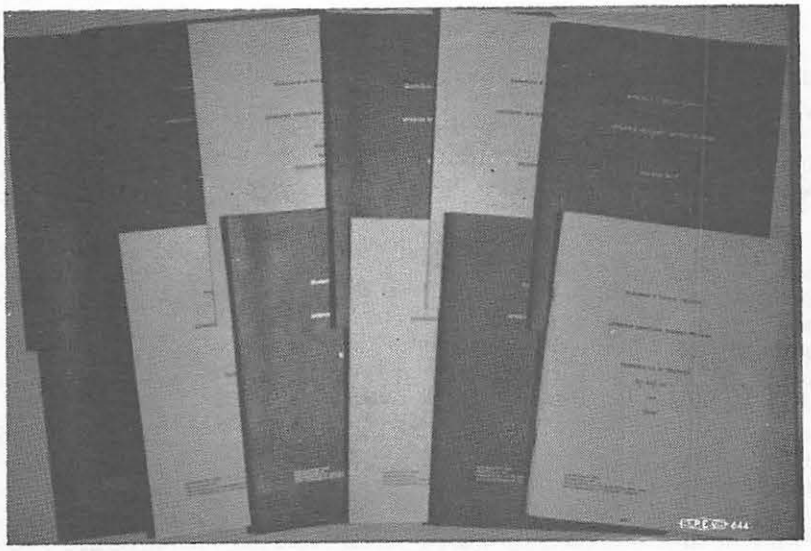

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Text No. 6 deals exclusively with a simple automatic interlocking and modifications necessary to operate it by remote control.

Text No. 7 is a comprehensive digest of information related to the TCS control machine; the generation and transmission of codes; chain repeat action of coding units; and indication code preference.

Text No. 8 covers electric locked switches; and maintenance procedures for detector devices, coded track circuits, carrier equipment, and diesel generators.

Mr. C. J. Chamberlain, Secretary-Treasurer
Brotherhood of Railroad Signalmen
2247 Lawrence Avenue
Chicago, Illinois 60625

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The Birth Of A Law

A LEGISLATURE EXISTS TO conceive, propose, discuss and adopt laws. It is important for all railway workers to be aware how Congress operates in order to understand the task of those protecting their interests in Washington. These men must watchdog this process to insure the passage of legislation in the best interests of railroaders and halt the adoption of unfavorable laws. Let us begin to inspect the mechanics involved as a bill becomes or fails to become law.

In this article we will take a bill from its introduction until reported to the Chamber by committee.

The Bill is Introduced

A Representative introduces a bill or resolution in the House by handing it to the Clerk of the House, or placing it in a box called the hopper. On the other side, a Senator first gains recognition from the presiding officer to announce the introduction of a bill. If objection is offered by any Senator, the bill's introduction is postponed until the following day.

The bill is then numbered, referred to the appropriate committee and sent to the Printing Office of the government, where copies are made for future study and action. Bills which are written in the executive branch and proposed as Administration measures usually are introduced by the chairmen of the committees which have jurisdiction over the particular subject.

There are various types of Congressional measures:

Bills—Designated H.R. in the House and S. in the Senate and numbered, they are the form of most legislation whether public or private, general or specific, permanent or temporary.

Joint Resolutions—Designated H. J.Res. or S.J.Res. are similar to bills except for those joint resolutions proposing an amendment to the Constitution which requires the approval of two-thirds of both houses. They are sent directly to the Administrator of General Services from whence they are submitted to the states for ratification, rather than the President for his approval.

Resolutions—Carry a prefix of H.Res. or S.Res. and are used for matters concerning the operation of either house. They do not become law.

Concurrent Resolutions—H.Con. Res. or S.Con.Res., they are used for matters affecting both houses. They also do not become law.

Committee Action

A bill is referred to the appropriate committee by the House parliamentarian on the Speaker's order or by the Senate President. Sponsors are permitted to indicate preferences for referral, but chamber rule and custom ordinarily govern. Private bills, on the other hand, are sent to the committee requested by the sponsors.

When a bill reaches a committee, having been placed on the group's calendar, it becomes subject to careful Congressional scrutiny. Initially its possibilities of success are evaluated. *It is noteworthy, that most bills do not succeed in becoming laws.* For example, if a committee fails to act on a bill, in effect it is dead; the measure is withdrawn from the group's control only by a petition for discharge signed by a majority of the House membership on House bills, or by passage of a special resolution in the Senate. Discharge petitions rarely succeed.

Usually, a request for comment on a bill by interested agencies of the government prompts the first committee action. The chairman often assigns the measure to a subcommittee for study and hearings, or it may be retained and considered by the full committee. Hearings are either public, closed (executive session) or a combination of the two. A subcommittee after completing its assignment reports its recomendations to the full committee for action and amendment.

The full committee then votes on its recommendation to the House or Senate. Most of the time a report submitted by the chairman of a committee to the House or Senate calls for favorable action on the legislation since as indicated above a committee can effectively "kill" legislation by failing to take action.

When a committee sends a bill to the chamber floor, it explains its reasons in a written report, which accompanies the bill. Those committee members who oppose the measure often issue a minority report.

It is common for a committee to propose amendments to the bill. If they are many and involved, it may order a "clean bill" introduced, embodying the proposed amendments. The original bill is then put aside and the "clean bill" newly numbered, is reported to the floor.

The chamber must approve, alter or reject the committee amendments before the bill itself can be put to a vote. Because nearly all the real business of Congress is done by the committees, and because the committee method of doing business is by hearings, railroaders' own representatives in Washington exert extraordinary effort in this phase of the legislative process. At this point, it becomes extremely important to know what the proper procedures are and how we can best express our viewpoint. It is important to know the key figures in departments involved in committee hearings, as well as the important committee members themselves. It is crucial that well prepared spokesmen reach the key men involved in a particular matter, so that our views reach the right ears. Otherwise, legislation could only represent the views of our opponents.

Equally important is our need to have someone who can tell us "What's happening." We must be informed not only what the important bills are, but how they are progressing. Letters to Congressmen by individual workingmen are extremely important. But they are even more effective, if the writer has a grasp of all the facts and knows to whom the letter should be sent. Despite the claims of cynics, many Congressmen have open minds on the projects before them, and other things being equal, would rather vote wisely and well than not. Your international union and the labor press supply us with the facts. Our point of view is aired in the committee process not only because our spokesmen have expressed it but also because having been adequately informed the letters of railroad workers have reached that key committee member when he is deciding what to do about a bill affecting us.

In the next installment, we will take the bill from its return to the floor until it either dies or becomes a law.

LOCAL LODGE NEWS

By, for and about B. of R. S. members

Chicago & Eastern Illinois

DANVILLE, ILL. (174). Our fifth annual dinner honoring retired members was held on May 27th with about 90 members, their wives and guests present for the occasion.

Brothers who retired during the past year were T. McRoberts, former district maintainer at Sullivan, Ind., who also for the record was number one member of Local 174; L. M. Truby, former shop foreman at Danville Signal Shop; H. Ash, former district maintainer at Danville, Ill. and S. Woodard, former welder and maintainer at Danville Signal Shop. Brother Woodard was unable to attend.

Each retiree was given a billfold by Local 174 members and also a gift by Signal & Communication Engineer W. N. Donahue.

Entertainment for the evening was furnished by the Pat Young School of Dancing. The young people performed several dance numbers.

Brother M. E. Hyde of Salem, Ill. served as master of ceremonies and presented gifts to the retired Brothers.

General Chairman Merrill Morrison, left, and Secretary-Treasurer "Bart" Bailey were re-elected to guide Local 174 for the next three years.

General Chairman M. Morrison addressed the retired Brothers and complimented them on their past attendance with Local 174 and assistance in helping to form our Local back in 1934 when our charter was signed by most of these retiring Brothers.

A report was given by Mr. Leo Robinson, district director of the Railroad Retirement Board at Decatur, Ill., followed by a question and answer session in which valuable information was given concerning sick benefits, retirement benefits, etc.

President Jesse Clark discussed the organization of Local 174 as he was one of the organizers. He also discussed many phases of the progress the Organization has accomplished over the many years.

Signal & Communication Engineer W. N. Donahue addressed the group and commended the retired men on the fine job they have done over the past years as maintainers on the C.&E.I.R.R. and wished them many years of happy retirement and good health. He expressed the hope of seeing them at the next annual banquet.

B. R. BAILEY

Those attending Local 174's annual retirement party included, from left to right, Secretary-Treasurer B. R. Bailey; Brother Tom McRoberts, Sullivan, Ind.; Mrs. Harold Ash; Brother Harold Ash, Danville, Ill.; Mrs. L. M. Truby; President Jesse Clark; Brother L. M. Truby, Danville, Ill.; and Brother M. Hyde who was Master of Ceremonies for the occasion. Brothers McRoberts, Ash and Truby are retiring after many years of service with the C&EI.

New Haven

BROOKLYN, N. Y. (34). The maintainers and gang on the New York end are kept busy with vandalism. The vandals are getting rougher all the time, pulling down signals, breaking into relay cases and destroying all instruments, also breaking roundel style H5 signals, bonds and impedence bond leads, etc. A maintainer isn't able to find ample time to perform all his duties and the question is what is the future bringing.

Larry Jason, assistant maintainer at New Rochelle, N. Y. and Mt. Vernon, N. Y., is back on the job after a siege of hospitalization.

Vacations are now coming up and a number of the boys are glad to get away and have a change of atmosphere. Tom Fewer, our local chairman, spent his vacation with his daughter and grandchildren in upstate New York and had a grand time.

One thing is very important and that is to get your dues in on time to Financial Secretary Gordon Hargrove at Stamford, Conn. W. LONDREGAN

General Chairman George McGough, second from right, is shown at ceremony at which the Long Island Signal Department was awarded the engineering department's annual safety award. Others in the photo are H. Weatherly, left, engineer of signals, J. Woodward, asst. chief engineer, right, and Safety Supervisor John Moeller.

Signalmen Win Safety Award on Long Island

The Long Island Railroad's Engineering Department's annual safety award was won by the Signal Department whose 200-man unit had only 10 injuries, of which only two were lost-time accidents, in working nearly 40,000 man hours, General Chairman George C. McGough recently advised the Journal.

The department was awarded a placque and each member of the Signal Dept. was given a lapel button in recognition of the achievement. In addition, all employes in the Signal Department received a day off with pay as part of the Safety Award.

To further recognize the Signal Department's achievement in the safety contest, a luncheon was held during regular working hours and all signal employes were allowed time off with pay to attend.

The Journal congratulates the members on the Long Island for their achievement and is pleased to note that the Carrier did recognize, with more than just a pat on the back, the employes' accomplishment.

Great Northern

WHITEFISH, MONT. (154). A series of meetings have been held on the property during the month of May at Willmar, Carelton, Fargo, Minot, Malta, Essex, Sandpoint, Monroe and Odessa. Of interest were the proposed change in the status of signal testmen and signal foremen and voting on the two delegates to attend the Convention in August. Attendance, on the whole, was very good, with the members showing a keen interest in what the Union was doing on behalf of the membership. Morale is high in our Union and the officers have expressed the hope that it will continue that way. Several moves are being considered by the officers and the membership will be continually informed of these moves.

C.T.C. installation on the Kalispell Division is moving along with 12 men working on the Ridenour's and Rickett's crews.

A donation of $180.50 was presented to Lyle Bryson, signal maintainer, Chinook, at the Malta meeting. Brother Bryson has had a severe asthmatic condition and has been unable to work for some time. He is back on the job now and it is hoped that he will continue that way.

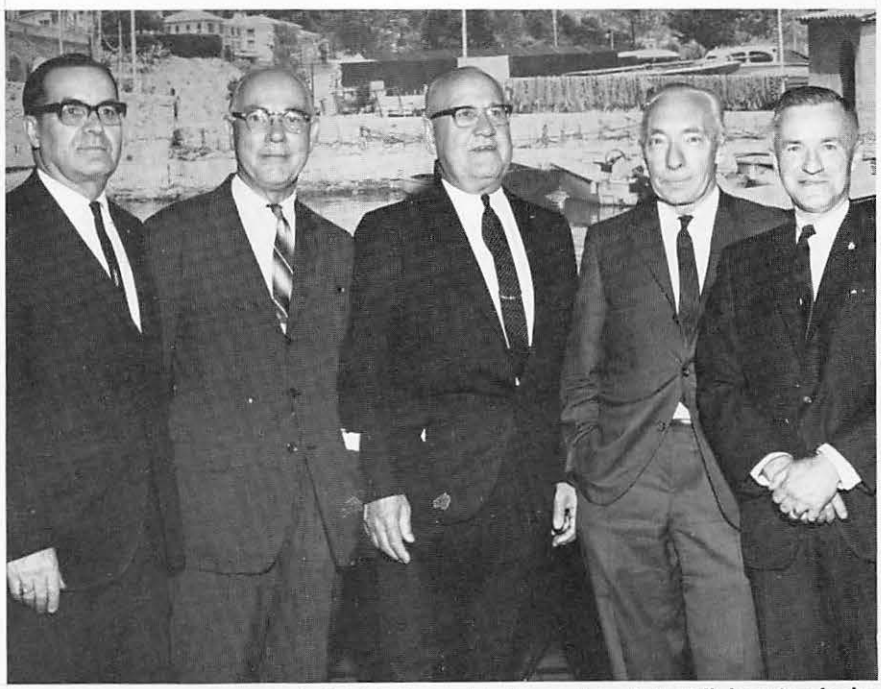
Alvin Larter, signal maintainer, Essex, who had his right leg amputated last July, hopes to receive his artificial limb within the next few weeks and it is hoped that a place will be found for him on the crew as a signalman. We believe that rules 17 and 22 of our agreement cover the situation.

Your scribe will be on vacation and all matters of importance on the Central district should be forwarded to the General Chairman. A. L. Buckland

Union Pacific

NORTH PLATTE, NEB. (8). The following Brothers, members of Rock Springs Local 8, have retired:

R. A. Porter retired April 1, 1966 after 47 years of railroad service, the last 36 of which were for the Union Pacific. Brother Porter feels fine but says, "I can walk only about two or three hundred yards without resting." He worked at Edgar, Neb. for as long as I can remember and still resides there. Brother Porter attended many of the Local meetings and, being off the main line, made a lot more meetings than some of the Brothers who reside in cities where meetings are held. Hope



Shown at retirement party recently held in Montreal in honor of Frank H. Hall, long-time leader of the Railway Clerks in Canada, are, from left to right, Grand Lodge Representative A. N. Cotton, C. W. Pethick of the Commercial Telegraphers Union, President Jesse Clark, Grand Lodge Representative H. A. Stockdale, and General Chairman C. R. Scott. Brother Hall was chairman of the Canadian "non-op" Negotiating Committee for many years.

Brother Porter and his wife enjoy their retirement and the members of Local 8 wish them both well.

Charles H. Hagler, retired July 5, 1966 as a relay repairman, Pocatello, Idaho consolidated signal shop. He served in the armed forces overseas from April 1918 to July 1919. He first went to work for the Union Pacific in 1921 in the machinists craft four and a half years and worked one year in the machinists and welding craft at Spokane, Washington. He worked for Teleweld of Chicago, Ill. as welding foreman for 16 years and also worked for Federal Electric Company for three years. He returned to Pocatello, Idaho and hired out to the Union Pacific Signal Dept. on June 20, 1946 and worked as machinist, welder and relay repairman until retirement. Brother Hagler is well known by many here in Local 8 as he worked in the old signal shop in Rawlins, Wyo. in 1948 and 1949, then went to the shop in Grand Island, Neb., and to the signal shop in Omaha before it was moved to Pocatello, Idaho. The members of Local 8 wish Charley the best in his years of retirement.

Brother L. W. Deibler retired January 1, 1966. Brother Deibler was in the flood area in eastern Colorado in 1965. He had suffered a heart attack prior to this and spent many hours stranded in an automobile trying to get away from the high water and made out all right after that ordeal. Brother Deibler and his wife are now residing in Oakley, Kansas. We wish Brother Deibler the best.

T. A. Horen, retired August 31, 1966 after working in the Pocatello, Idaho signal shop as a relay repairman. Brother Horen was also active in Brotherhood work. Brother Horen moved to 4857 Cypress St., Lamesa, California 92041. We wish Ted and his wife the best in his sunset years.

Brother Charles Hagler.

John H. Seyfang retired May 31, 1967 after 45 years and two months of railroad service. He started out as a station helper on April 2, 1922, and he worked as a relief pumper until called to the signal gang where he worked as a helper, assistant signalman, signalman and signal maintainer until furloughed during the depression. When called back he was signalman, maintainer and signal gang foreman and made CTC maintainer at Harriman, Wyoming and held this position until his retirement.

L. C. Sedlacek

The above photo was taken following ceremonies at Penn Station, New York, at which four B. of R.S. members were awarded 40 year pins. Those receiving the pins are shown in the front row and are: from left to right—W. W. Addayson who has completed 42 years' service; J. A. Dalton, 41 years; E. Poor, 42 years; and A. Hatos, 45 years. Making the presentations for the Pennsylvania were, standing—left to right: C. W. Herrman, asst. supv., C.&S.; L. A. Pelton, Div. Eng., N. Y. Div.; and L. E. Light, Supv., C.&S. Brother Hatos retired on July 1. Brother J. P. Fanning who has completed 42 years' service and Brother A. C. Brunner with 41 years' service were not present when the photo was taken.

Chicago & North Western

PORT WASHINGTON, WIS. (9). After many months of deliberation and much study on this matter, I deem it necessary to write a short article concerning the signal employes' wage structure. I don't believe this matter to be of concern only to the signal employes but all non-operating railroad employes in the nation.

I have been employed in signal work and have been a member of the Brotherhood since 1940 and base my facts and figures only for the railroad on which I am employed but believe them to be similar throughout our Brotherhood and other non-operating crafts of the railroad industry. Our classifications may vary from railroad to railroad but no doubt can be, or are comparable to other classifications on all other railroads.

Since beginning work in the signal department in 1940 our classifications have remained the same throughout these 27 years. In 1940 the basic rates of pay per classification were as follows: Signal Helper, 60 cents an hour; Asst. Signalman and Asst. Mtr., 62 cents to top scale of 76 cents an hour; Signalman or Maintainer, 85 cents an hour; Leading Signalman or Leading Maintainer, 91 cents an hour; and Signal Foreman, 97 cents an hour.

In 1966 the basic rates of pay per classification were as follows: Signal Helper, $2.6088 an hour; Asst. Signalman or Mtr., $2.6328 to top scale of $2.8008; Signalman or Maintainer, $3.0288 an hour; Leading Signalman or Maintainer, $3.0888 an hour; and Signal Foreman, $3.1488 an hour.

The approximate percentage differential in pay per classification has changed in the following steps from 1940 to 1966: between Helper and Top Asst., 78 percent to 93 percent; between Top Asst. and Signalman or Maintainer, 89 percent to 92 percent; between Signalman or Maintainer and Leaders, 93 percent to 98 percent; between Leading Signalman or Maintainer and Signal Foreman, 94 percent to 98 percent.

The wage move covering the three years ending December 31, 1966 created some differential in pay between the helper and assistants and the three upper classifications, but did nothing to create a differential or incentive between the upper classifications as shown above and all monthly rated employes in our department have suffered accordingly.

The monetary differential in the upper three classifications has not increased in pennies or cents in over 26 years, thus creating havoc percentagewise in the wage scale. Twenty-six years ago, a four, five or six cents, etc., differential in classification amounted to a fair percentage in rates compared to what those same monetary differences amount to percentagewise today.

In comparison to other crafts or trades over this same period of years, the skilled signal employe has fallen

way behind in their rates as their job skills and requirements have increased by the constant changes taking place in signal circuits and operations.

With regard to the 1966 joint wage move settlement, the Brotherhoods involved did accomplish a flat five percent wage increase across the board, but again have failed to create a decent or proper differential in pay rates. In the upper classifications on the North Western Road, the difference in hourly rates have changed from 6 cents an hour to six and three tenths cents an hour. The rate differentials between Signalman or Maintainers and the top assistants in those classes increased one and fourteen one hundredth cents an hour.

Let's take a step in creating a proper differential in rates by possibly scaling future increases a few cents more per classification and in time we may have again the proper differentials in pay per classifications, skills and responsibilities. A. E. NENN

Rock Island

SILVIS, ILL. (183). The regular meeting of Local 183 was held at Iowa City, Iowa on May 21, commencing at 1:00 p.m. and was called to order by Local Chairman R. R. Hickerson in the absence of Chief Signalman M. P. White.

Only five members were present, of whom four were officers. General Chairman R. A. Watkins was also present, along with retired member Frank Kinney, whom everyone was glad to see and visit with again.

Two new members, Jerry W. Jones and Derol Martin, were accepted for membership.

Moon Estes was reported still off sick. George Koester was granted 90 days leave due to illness.

Our next meeting will be announced at a later date. H. E. CLARK

Pennsylvania

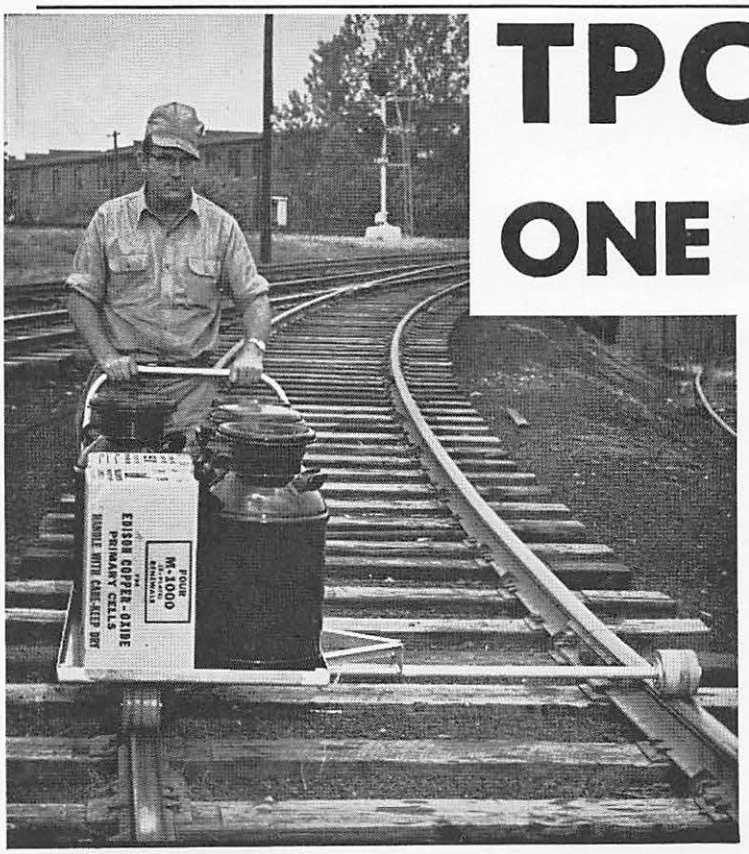
PHILADELPHIA, PA. (18) On Saturday, June 10, Local 18 held their annual banquet at McCallisters in Philadelphia starting at 6:00 p.m. with cocktails, followed by a wonderful dinner. After dinner, several prizes were awarded to those holding the lucky numbers. The grand prize was won by John J. MacGillivary and it could not have happened to a better guy. Frank Angelini sang a few favorite songs and took down the house as he always does. He also conducted the drawings for the prizes after which everyone enjoyed a wonderful floor show. This was followed by refreshments and dancing to the tunes of a fine orchestra.

There have been several of these banquets and each one seems to get better, thanks to our entertainment committee. This entertainment committee, consisting of Brothers William Burt, Frank Angelini, Bob Robinson and William Dobbins, is second to none and always does a fine job.

Two other Brothers deserve honorable mention—Leonard Kane and Joseph Glessner. They were making and dispensing refreshing cocktails most of the evening. You name it, they had it. I would call them the Jolly Dispensers.

Two old timers were among the missing—Jack Breese and Dave Hickey—and things did not seem the same without them.

The following retired Brothers were present: E. A. Beilfus, Joe Black, Cal McLaughlin, Hugh McLaughlin, Sid Sage, Sam Wilson, Bob Spokeman, Jacob Plank, Ellis Harned, Howard Stephens, Al Patton, Rub Becker, Bill Kissel and Phil Ott; also C. F. Householder, assistant supervisor, now retired. We were also honored by the presence of our former Supervisor, W. C. McConnell and his wife. Bill is now



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Those attending the recent meeting of Local 97 are shown in the above photo taken by Vice President P. T. Drummond. From left to right, they are: J. Tomany; C. Wojnarowski; H. Gauger; J. Mitchell; Chief G. Kaiser; Secretary-Treasurer R. Johnson; General Chairman A. E. Littlejohn, and Grand Lodge Secretary-Treasurer C. J. Chamberlain.

working out of the system office, Penn Center. Our C. & S. Supervisor, P. V. Anania and his assistant R. W. Hackenbracht, were also present.

General Chairman R. B. Park was not present as he was on Brotherhood business and it was impossible for him to be there. W. A. KISSEL

Elgin, Joliet & Eastern

WEST CHICAGO, ILL. (97). At our regular monthly meeting held May 26, we were pleased to have Secretary-Treasurer C. J. Chamberlain and Vice President P. T. Drummond from Grand Lodge present.

General Chairman A. E. Littlejohn reported on the status of the Section 6 Notice served on the Carrier on March 15. He also reported that the services of the National Mediation Board had been invoked account of the Carrier unilaterally changing rules and working conditions by posting bulletins requiring all employes in the M. of W. Department to wear safety shoes while on duty and by placing stringent procedures to be followed when off account of sickness or other reasons.

A Mediator was assigned to the dispute by the National Mediation Board but meetings to date have failed to solve the issues. The matter will be pursued and all efforts necessary will be taken to prevent this unilateral action by the Carrier from being placed in effect.

The necessity for a training program being initiated by the Carrier was discussed and it was pointed out that more sophisticated equipment is being introduced in our department which makes a training program a must. However, the Carrier has yet to see its responsibility in this area.

After the regular business of the meeting was completed, Secretary-Treasurer Chamberlain gave an informative talk on the operation of Grand Lodge and he and Vice President Drummond answered questions from the floor on a variety of subjects. All present profited from the meeting and look forward to another meeting with Grand Lodge officers present in the near future.

A. E. LITTLEJOHN

Pennsylvania

TRENTON, N. J. (102). The regular meeting of Lodge 102 was held in the Trenton Y.M.C.A. on Saturday, June 3 and was opened by First Vice Chief Paul Keefe at 11:00 a.m.

Three officers answered the roll call. They were First Vice Chief P. Keefe, Second Vice Chief J. Bazanka and Secretary-Treasurer C. H. Foss. There were 7 members present. The passing of Chaplain Chas. Malley was noted and so a new Chaplain will be elected at the next meeting.

Brothers W. R. Edwards, Sr., and Peter Barbon were elected delegates to the Convention in Chicago this August. Brothers John J. Delaney and Carl H. Foss were named as Alternates.

Brothers Edwards and Delaney are to find a place to hold a dinner for the retired members of Local 102. Since 1966, these Brothers have retired: Michael J. Archdeacon, Erich M. Herkloz, Russell L. Morris, Chas. Noll, Leon J. Wallace and Arthur R. Schipski, Sr.

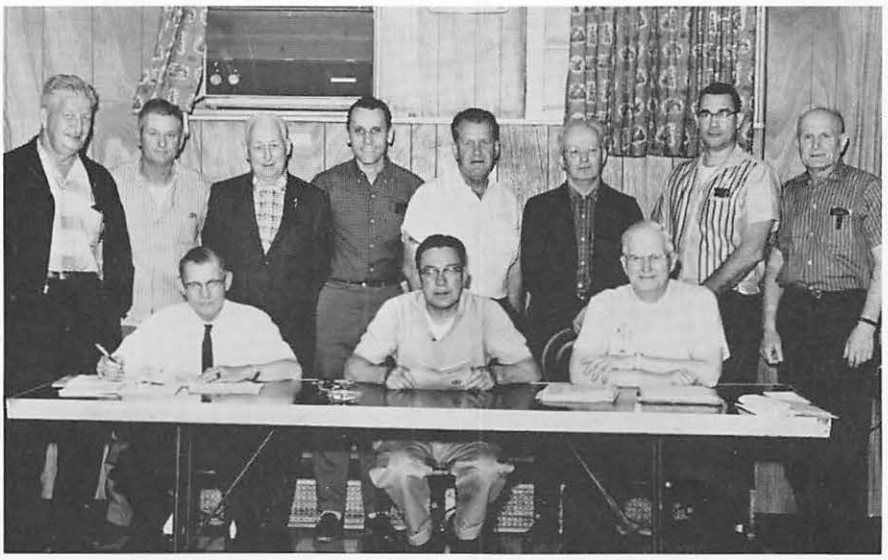
Brothers Chas. Malley and Samuel E. Holland have passed away. They are sadly missed by the ones that they left behind.

The meeting adjourned in regular order at 12:15 p.m. C. H. Foss

Watkins Honored For Record In Legislature

IN ADDITION TO SERVING as General Chairman on the Rock Island, Brother Ralph Watkins serves all the people of Oklahoma as a member of that state's House of Representatives. He is a Democrat serving his fifth term in the House and is Chairman of the Labor Relations Committee and a member of the Fiscal and Legal Advisory Committee, Government Reform, Ways and Means, and Revenue and Taxation Committees.

During his tenure in office, Brother Watkins has been the author of all bills pertaining to railroad labor in the state. Some of the most important bills authored by Brother Watkins resulted in laws governing rules and reg-



Local 102 recently held its regular meeting at the Trenton, New Jersey Y.M.C.A. Those attending were, from left to right: Front row—Financial Secretary-Treasurer Carl Foss; Chief P. Keefe, and Local Chairman Walter R. Edwards. Back row—V. B. Wood, G. Nicholson, J. Delaney, J. Malloy, J. Bazanka, F. X. Ryan, C. E. Tennis and A. Hatos.

Rock Island General Chairman Ralph Watkins, right, looks on as Oklahoma Governor Dewey Bartlett signed House Bill 747 into law. The bill which was authored by Brother Watkins, a member of the Oklahoma House of Representatives, established minimum safety, health and comfort requirements for railroad cabooses. This is one of many measures sponsored by Brother Watkins to improve the working conditions of railroaders. BRT State Legislative Representative M. E. Vermillion, left, attended the signing ceremony.

ulations for construction, maintenance and testing of highway grade crossing signals; rules and regulations for transporting railroad workers in trucks and other highway motor vehicles; and health, sanitation and safety regulations for railroad employes.

In addition to legislation of primary interest to rail workers, Brother Watkins has been in the forefront in promoting the interest of those who have no paid representatives in the legislature. One of the most recent bills he authored was in connection with the establishment of junior colleges which he said "lets the poor man have an opportunity to save a little money the first two years his children are in college."

On May 26, close to 60 persons in Brother Watkins' hometown of El Reno attended a luncheon to honor him and the state senator from his area for their work in the last session of the legislature. They were especially praised for the work they did to benefit the community, especially El Reno Junior College. The legislation, in addition to establishing junior colleges in the state, provides for state funds for existing junior colleges.

The junior college in Brother Watkins' hometown is already preparing for an increase in curriculum and hiring of more teachers made possible by the bill. Brother Watkins told the Journal that accomplishing things for his fellow man, which he can as General Chairman of the Rock Island General Committee and a member of the House of Representatives, is the most satisfying job anyone could ask for.

The Journal agrees with Brother Watkins' observation and congratulates him on his fine records as General Chairman and Representative of the people of his state.

Rock Island

HUTCHINSON, KANS. (78). The 100th meeting of Local 78 was held in the Holiday Inn at Topeka, Kansas on May 6. We had a good turn out for this momentous occasion with the following 10 members present: A. E. Ketterman, V. K. Bevan, G. G. Ruhl, K. C. Kraus, H. R. Miller, W. J. Vossen, L. D. Rees, J. L. Snapp, C. M. Rigg and L. E. Case. Also present was General Chairman R. A. Watkins.

Admitted to Local 78 as a new member was Charles M. Williams of Pratt, Kans.

A moment of meditation was observed in memory of Oscar Herbic who passed away recently.

K. C. Kraus was elected to the post of committeeman left vacant by the appointment of T. F. Johnson to a supervisory position at Liberal, Kans.

We had some members on the delinquent list at the time of this meeting. It is very important that members' dues be paid before the last day of the first month of each quarter. This is not only according to our Constitution and the union shop agreement but is also important as far as the Secretary is concerned. If everybody pays their dues on time it is certainly a lot better for all concerned.

L. E. Case

Baltimore & Ohio

DAYTON, OHIO (94). Our annual retirement party was held at Kuntz's Restaurant in Dayton, Ohio recently honoring retired Signal Foreman R. E. McCord, Dayton Union Railway, L. L. Avey, maintainer, Deshler, and W. S. O'Neal, maintainer, Lima. General Chairman H. C. Guscott served as Master of Ceremonies with J. E. Napper in charge of arrangements and presentations.

Guest speakers included Dick Dryden, Don Porterfield, Harley Hartley, former General Chairman Wallace Rupp, R. R. Pearcy and J. B. Wright visiting from Ft. Meyers Beach, Fla., Garth Hammond, Paul Provenzano and C. B. Bruno. Words of thanks and recollections were offered by the honored guests. Presentation of billfold and money to each guest was made by J. E. Napper.

The dinner closed with a prayer in memory of Roy V. Smith, deceased, who would have participated as an honored retired guest.

We offer the committee, James Napper and Henry Buehler, a vote of thanks for an enjoyable and memorable evening. Our banquet for 1968 is to be held in either Lima or Deshler with J. W. Fair and G. H. Schmitz serving as committee.

A meeting was held at Cuyahoga Falls, Ohio, Akron Division, on May 16 by Local Chairman C. E. Root. The notice with respect to job stabilization of March 15, 1967 was one of the items discussed, as was the January 13, 1967 Agreement. The supplemental annuity was fully explained since several members in this district are to retire in the near future.

R. W. Graham is to enter the hospital June 9 and will retire thereafter.

G. F. Hammond

Chicago & North Western

PORT WASHINGTON, WIS. (9). J. C. Gerke Local 9 held their annual luncheon to honor the retired members and widows of retired members at Fond-du Lac, Wis.

We were happy and proud to show recognition to the following: Brother and Mrs. Paul Hoffman, Brother and Mrs. Paul Konrath, Brother and Mrs. J. "Dusty" Brintnall, Fred Grams, Orin Due, Cy Peeters, Mrs. Wm. Ehlenbeck, Mrs. Fred Dankert and Brother and Mrs. R. B. LeBaron.

Brother LeBaron retired May 1 after many years of faithful service as general chairman on the Chicago and North Western Railway. Local 9 members wish "Spot" and Mrs. LeBaron many years of happiness in their retirement.

Other distinguished guests included Brother Don Foote, who succeeded Brother LeBaron as general chairman, Grand Lodge Representative W. D. Best, K. H. Emerson, signal supervisor at Milwaukee, Wis., and Ray Wirsching, district Railroad Retirement Board director. Fifty-seven persons attended the luncheon.

A short business meeting was held in the morning. The members voted in favor of checking into the possible consolidations of locals and general committees in case of a future merger of the North Western Railway.

A report was given concerning the

outdated pay differentials of signal employes and Local 9 members are in favor of creating a decent differential in the pay rates in accordance with the job classifications or responsibilities. The officers were instructed to draw up a resolution to this effect and to present it for action at the coming Convention in August.

The members of Local 9 wish to extend their sympathy to retired Brother William Nenn and family account of the death of Mrs. Nenn on May 12.

A. E. NENN

Obituary

Roy Lee Camper, Secretary-Treasurer and Local Chairman, Local 77, Norfolk & Western Railway Company, passed away on May 20 at Roanoke Memorial Hospital in Roanoke, Virginia. His sudden death was a shock to the members of our Local. He was 54.

Brother Camper began his railroad career in 1951 as a signalman in the Signal Repair Shop and Reclamation Plant, Roanoke, Virginia, the position he held at the time of his death. We have lost a good friend and our Local has lost a very capable and trustworthy Secretary-Treasurer.

Surviving are his widow and two daughters to whom the officers and members of Local 77 extend their deepest sympathy.

V. J. SARTINI

Francis B. Hard, member of Local 76, New York Central, passed away June 10. He was 64.

Brother Hard had 42 years of service in the Signal Department on the Electric Division of the New York Central and had been a signal mechanic in Gang A for some time prior to his death. He had been a signal inspector, leading signal maintainer and acting foreman at one time or another. Brother Hard had planned on retiring next year.

He is survived by his widow, children, grandchildren and a twin brother, Joe, to whom the officers and members of Local 76 extend their deepest sympathy.

R. S. HANSON

J. F. Pinnger, retired member of Local 96, New York Central Railroad, passed away recently. He was 78.

Brother Pinnger was employed as a signal maintainer at Cleveland, Ohio at the time of his retirement on October 31, 1957.

The officers and members of Local 96 extend their deepest sympathy to the surviving members of his family.

ED.

Frederick M. Roth, member of Local 53, Reading Co., passed away May 25. He was 57.

Fred started as signal helper with the Reading on February 5, 1943 and was advanced to signal maintainer on December 1, 1943. At the time of his illness he was filling the position of signal maintainer at West Trenton.

He was recording secretary of Local 53 and will be sadly missed.

The officers and members of Local 53 extend their deep sympathy to his widow and children.

C. S. FREED

George E. Moore, retired member of Local 78, Chicago, Rock Island & Pacific Railroad, passed away May 10 after a lengthy illness. He was 67.

Brother Moore started work in the Signal Dept. at Eldon, Iowa on July 29, 1918. He worked as signal foreman from March 11, 1937 until going to Eldon, Mo. on March 21, 1948 as signal maintainer. He retired January 11, 1961 after completing 42 years of service. At the time of his retirement he was employed as a signal maintainer at Eldon, Mo.

Interment was in the Eldon Cemetery under the direction of the Phillips Funeral Home. The service was conducted by the Reverend Harold Dodds.

Survivors include his widow, Enid; one daughter, Mrs. Frank C. Miller of Troy, Ohio; three grandchildren and two sisters, to whom the officers and members of Local 78 extend their deepest sympathy.

L. E. CASE

James J. Egan, Sr., retired member of Local 34, New York, New Haven & Hartford Railroad, passed away June 18. He was 84.

Brother Egan had been employed with the New Haven Railroad for 45 years and had worked for many years as a signal helper in the bonding gang at New Rochelle, New York. He retired in 1952.

Survivors include a son, James, Jr., a daughter, Mrs. Margaret M. Wood, two brothers and a sister, to whom the members of Local 34 extend their deepest sympathy.

W. A. LONDREGAN

Orin C. Due, retired member of Local 9, Chicago & North Western Railway, passed away June 20 at the age of 72.

Brother Due was employed as a signal maintainer at Ironwood, Michigan at the time of his retirement in 1957 after completing 45 years of service.

Survivors include two sons, Eugene, of Campbellsport, Wis., and Clinton, of St. Cloud, Minn., to whom the officers and members of Local 9 extend their deepest sympathy.

R. E. BOETTCHER

Harry C. Yoh, retired member of Local 50, Pennsylvania Railroad, passed away May 14. He was 87.

Brother Yoh retired in 1944 after 47 years of service. He held positions from messenger in 1898 to general foreman in 1921 and held the position of assistant foreman at the time of his retirement.

The officers and members of Local 50 extend deepest sympathy to all the surviving members of his family.

S. C. SUNDAY

Knute T. Nelson, retired member of Local 92, Southern Pacific Railroad, passed away on April 16 at the S. P. Hospital in San Francisco. He was 78.

Brother Nelson started as a signalman for the Southern Pacific on October 19, 1923. He was maintainer at Newark Tower when he retired.

He is survived by his widow to whom the members of Local 92 extend their deepest sympathy.

R. E. HALLET

Amos R. Gartrell, retired member of Local 31, Baltimore & Ohio Railroad, Baltimore West End Division, passed away April 25. He was 77.

Brother Gartrell started his signal career in 1924 and after 31 years of signal service, retired in 1955. At the time of his retirement he was signal maintainer at Mt. Airy, Md.

The officers and members of Local 31 extend deepest sympathy to all surviving members of his family.

G. A. DELOZIER

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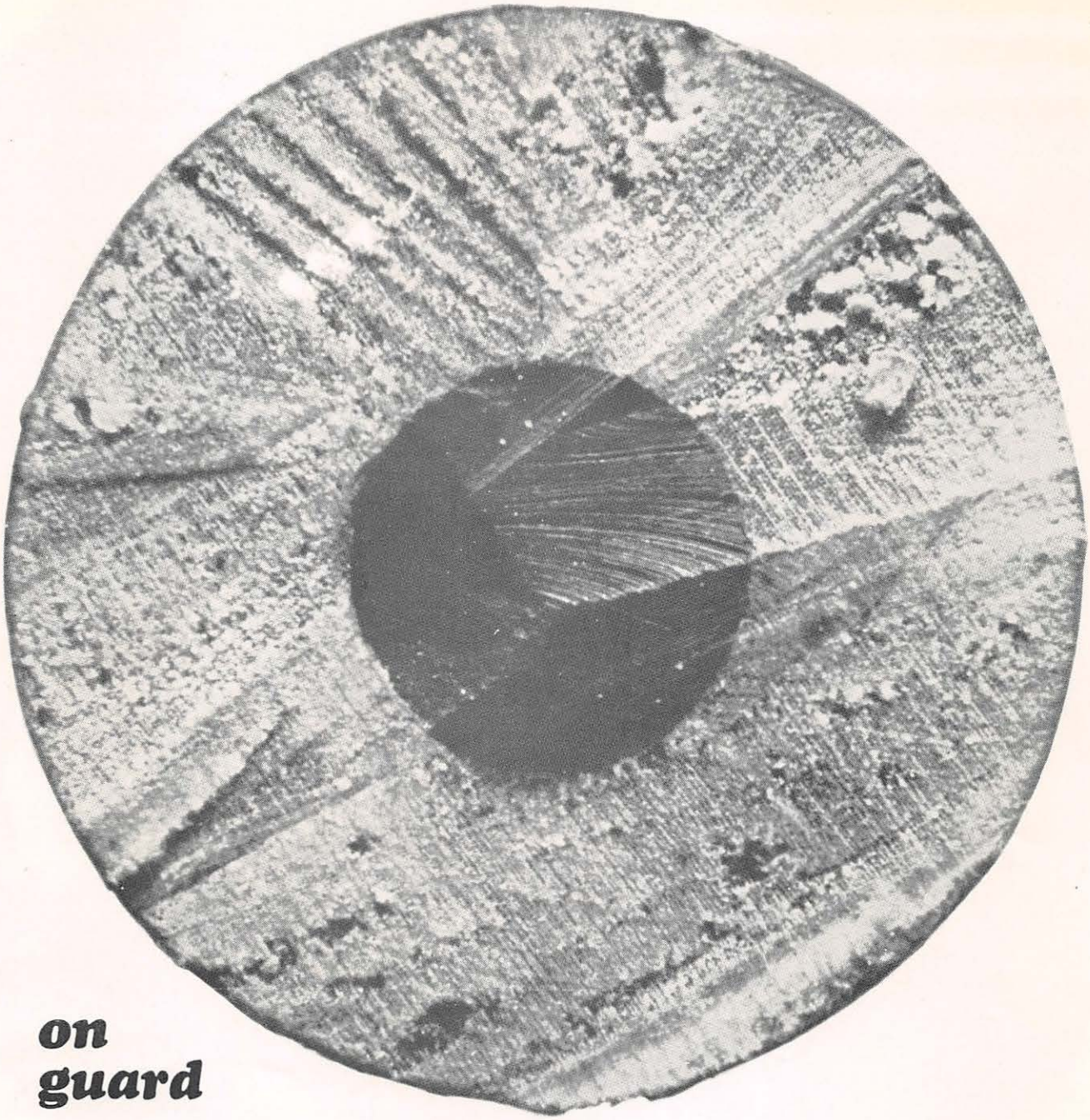

on guard

This is an enlarged photograph of the end of a pencil. Graphite is ideal for writing (its name even means "to write"), but it is soft and needs protection. Hence the invention of the pencil. Because of man's propensity for making mistakes, no pencil is considered complete without an added invention—the eraser.

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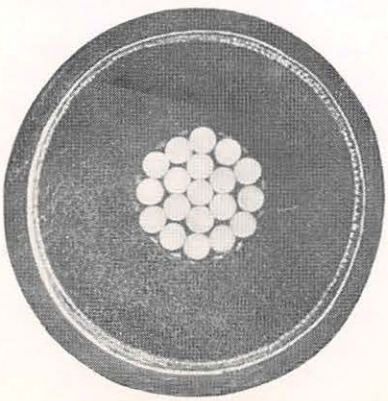

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